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CURRENT TOPICS.

WE PRINT elsewhere a letter stating items in a bill sent in by patent agents to their employer which certainly appear to call for investigation. It will be seen from our correspondent's statements that the patent agents charge for "drawing, revising, and settling draft case for counsel, and attending counsel at his chambers discussing case," and for "writing supplementary case with reference to questions raised with counsel"; and that their bill also contains the item, "Paid counsel's fees £ ." Our correspondent further states that the case submitted to counsel, and on which counsel gave an opinion, was indorsed with the patent agents' name and address only, and that no solicitor was concerned in any way in the matter. There may, of course, be some explanation, unknown to our correspondent, forthcoming, but it is very desirable, in the interest of the profession, that the extent to which the practice referred to by our correspondent prevails, and generally that the modes in which patent agents trench on the functions of solicitors should be considered. Two years ago these enterprising persons promoted Bills intended to secure to themselves a practical monopoly in their own special department. They ought, in fairness, to have some respect for the monopoly of solicitors.

THE LORD CHIEF JUSTICE is evidently resolved to obtain an increase of judges of the Queen's Bench Division. He took occasion to recur to the subject in his speech at the banquet of the Association of Chambers of Commerce on Wednesday last, remarking that if there were still some delay in the administration of justice, "a little more liberality on the part of the Treasury in adding a judge or two to the bench would remove any reasonable ground of complaint." What seems now to be required to obtain this addition to the bench is a little pressure on the part of the legal profession and the mercantile classes. A deputation from them to the Lord Chancellor would probably help considerably towards the result desired. We are glad to observe that the Lord Chief Justice also referred to the manner in which solicitors have supported the new Commercial Court. He said that, although the present system of remuneration of solicitors in litigious business was really a premium upon dilatoriness and "formularity," yet "in the division of the High Court with which he was connected an effort had been made to meet the just claims of the commercial community for a rapid settlement of their disputes, and it was to the honour of the solicitors that, although the short and direct courses which the court had endeavoured to enforce did not lead to their greater remuneration, they had

loyally given their support to the effort to make the settlement of commercial disputes rapid and easy." We believe that solicitors will always be found willing to assist in any scheme for facilitating and rendering more rapid the progress of legal business. They are fully aware that numerous rapid transactions pay better than few long-drawn-out transactions.

THE COUNCIL of the Incorporated Law Society have prepared a Bill dealing with the right of audience of solicitors in county courts. At present the matter is in a very unsatisfactory state. The County Courts Act, 1852, by section 10 conferred the right of audience on the solicitor "acting generally in the action" for the party, but excluded a solicitor retained as an advocate by such first-mentioned solicitor. The effect of the exclusion is clear. The solicitor acting generally for the party in the action must either appear himself or must employ counsel. He cannot employ another solicitor. But on the words of the section it was not clear whether "the solicitor acting generally" who can appear in the county court must be the solicitor directly retained by the client, or whether he may be a clerk who is a solicitor and has the actual conduct of the matter. In *Ex parte Rogers* (L. R. 3 C. P. 490) it was held that clerks were excluded, and it was apparently for the purpose of getting rid of this decision that section 72 of the Act of 1888, which replaced the previous enactment, was made to contain the additional words, "the right of a solicitor to address the court shall not be excluded by reason only that he is in the permanent and exclusive employment of any other solicitor." Unless these words were intended to give to solicitors' clerks the right of audience in cases entrusted to their management, it is difficult to see what effect they could have; but unfortunately they were introduced into the section in a very clumsy manner, and in *Reg.* v. *Judge Snagge* (42 W. R. 603; 1894, 2 Q. B. 440) the Divisional Court (CAVE and COLLINS, JJ.) held that they did not alter the requirement of the earlier words, and that, according to the decision in *Ex parte Rogers*, a solicitor, in order to have the right of audience, must himself be retained by the client. This result has been productive of great inconvenience. It is a serious hindrance to a solicitor's business if he is bound to attend personally to every county court case that comes to his office. Matters of this kind properly fall within the duties of a clerk who is himself a solicitor, and there is no reason why the right of audience should not be thus extended. In practice the right has long been exercised, and we are glad that the Council intend to secure for it legal recognition. The Bill proposes that, "notwithstanding anything in the County Courts Act, 1888, or any other Act, it shall be lawful for any solicitor who is in the permanent and exclusive employment of a solicitor acting generally in the action or matter, and who is instructed by him to appear in the action or matter, to appear and address the court."

THE DRAFT County Courts (Right of Audience) Bill further proposes that "it shall be lawful for any solicitor retained as an advocate by a solicitor acting generally in the action or matter to appear and address the court." This, of course, is a very different matter from appearance by a clerk, and the proposal will doubtless meet with opposition on the part of the bar. In our view the advantages to solicitors and to the public outweigh any disadvantage which may result to counsel who practice in county courts. Some such disadvantage there will doubtless be. The Bill, if it becomes law, will tend to create a class of solicitor advocates, and to a certain extent these will compete with counsel. But while this may be one effect, the immediate object of the Bill is to provide for cases where the services of counsel are not available, either from the matter not being of sufficient importance to warrant their employment, or from the county court being situate in too remote a district. Under such circumstances the interests alike of the client and of his solicitor require that the solicitor should be able to employ some other solicitor who can be relied upon to attend the court. At present this result has to be attained by arranging that the client shall give a direct retainer to the solicitor who is to appear, but it will be much more convenient for the original solicitor to be able himself to instruct another as necessity arises.

IT WOULD be a matter of great difficulty to frame a measure which would effectually prevent the publication of indecent evidence without at the same time seriously infringing upon the principle which has almost become a part of our constitution, that justice shall be administered in open court. The Lord Chancellor's Bill "to authorize the court to prohibit the publication of indecent evidence" clearly does not infringe that principle: the serious question is whether, if passed, it would effect the desired object. In the first place, the only person who would be "authorized to prohibit" is a judge of the High Court. Now, the majority of cases in which the evidence is so indecent that its publication might be considered to be prejudicial to public morality are criminal cases. In such cases there is a preliminary inquiry before a magistrate, at which the more important evidence is given in considerable detail: its publication could not be prohibited under the Bill. If the accused is committed, he takes his trial, it may be, before a recorder or before a court of quarter sessions: in neither case can the presiding judge make a prohibiting order under the Bill. It would be interesting to learn what proportion the criminal cases tried before a judge of the High Court in the course of a year bear to the total number of such cases disposed of by all the courts within the same period; probably it would not amount to one per cent. But even in the limited number of cases to which the Bill applies, will it be effective? It provides that in proper cases "the judge may order that such of the evidence as is specified in the order shall not be published." This language does not admit of an order being made in anticipation of the evidence. The evidence must be given, considered, and held to be so indecent as to give him jurisdiction to make the order, before the order "specifying" the evidence can be made. This is not an instantaneous process, and the modern newspaper reporter is not a sluggard. Would he wait to hear whether the publication of the evidence which his editor desires to publish in order to increase the circulation of his paper is to be prohibited or not? Surely not. To make the Bill effectual it would seem that the judge must keep up a continuous flow of prohibiting orders; each item of indecent evidence must be immediately followed by an order specifying it. This really seems to be a *reductio ad absurdum* of the system of the Bill. The judge could not with dignity enter into a trial of speed with the reporter; and unless the order specifying the evidence were made and brought to the knowledge of, or ought to have been known to, the publisher or his servants before the publication of the evidence, not even the judge who made the order could venture to visit its infringement with the usual penalties for contempt of court. It really seems that the Bill (which practically consists of one simple clause) cannot be considered as affording even a partial remedy for the evil alleged to exist—which, by the way, we think has been considerably exaggerated. The Bill would in practice be a mere *brutum fulmen*.

WE HOPE the suggestion, as an alternative remedy to the Lord Chancellor's Bill, that the powers of judges to hear cases *in camerâ* should be enlarged, will not be entertained. The obvious objection to this proposal is that it is contrary to the idea of the *public* administration of justice which obtains in this country. The power of hearing cases *in camerâ* which already exists, although of uncertain extent and indefinite, appears to be sufficient for practical purposes. The practice of the Divorce Court is that matrimonial causes are heard in open court, with the exception of nullity cases founded on certain grounds and divorce cases in which certain offences are alleged. As regards these nullity cases, the power of the court to hear *in camerâ* is derived from section 22 of the Matrimonial Causes Act, 1857, which continues the practice of the ecclesiastical courts in cases other than dissolution: see also *A.* v. *A.* (23 W. R. 386, L. R. 3 P. & M. 230. As regards suits for dissolution, the power of the court to hear in private even the cases referred to is doubtful (see *Barnett* v. *Barnett*, 29 L. J. P. & M. 28; *C.* v. *C.*, L. R. 1 P. & M. 640), but the practice is as already stated. In other cases proceedings in the Divorce Court take place in open court,

notwithstanding that all parties desire a hearing *in camerâ*. As to the other divisions of the High Court, JESSEL, M.R., in *Nagle-Gillman* v. *Christopher* (4 Ch. D. 173), expressed the opinion that the High Court "had no power to hear cases in private even with the consent of the parties, except cases affecting lunatics or wards of court, or where a public trial would defeat the object of the action, as was suggested in *Andrew* v. *Raeburn* (L. R. 9 Ch. 522), or those cases in which the practice of the old Ecclesiastical Courts in this respect is continued." To the case mentioned by the learned judge there may now be added *Badische, &c.*, v. *Levinstein* (24 Ch. D. 156) and *Mellor* v. *Thompson* (31 Ch. D. 55), in which cases the reason for hearing in private was to prevent the disclosure of a secret process or of confidential communications. There is, however, a case in which the rule laid down by JESSEL, M.R., seems to have been departed from, although the case of *Nagle-Gillman* v. *Christopher* was brought to the notice of the court. This is the case of *Malan* v. *Young* (6 Times L. R. 38), an action for libel by an assistant master against the headmaster of a well-known public school, in which evidence seriously affecting third parties was intended or expected to be given; and an application for a hearing *in camerâ* was made on that ground, with the consent of all parties. DENMAN, J., appears to have felt some doubt as to his power to accede to the application, but, after consultation with other learned judges, he made the order, and the case was heard *in camerâ*. This decision seems to be distinctly outside the powers of the court as limited by JESSEL, M.R. It has not, so far as we are aware, been judicially considered since it was given (in 1889), and it would be unsafe to assume, upon the authority of this case only, that the court has an unlimited power to hear *in camerâ*. Where such a power has been properly exercised, and a case has been heard in private, it is contempt of court to give public information of what passed at the hearing: *Re Martindale* (1894, 3 Ch. 193).

THE DEBATE in the House of Lords on the second reading of the Companies Bill did not do very much to advance the general discussion of the measure. Earl DUDLEY, who has the Bill in charge, vaguely alleged that many companies are unfortunate and some are fraudulent, but he does not seem to have furnished any definite statement of the evils which the measure is intended to remove. Probably this accounts somewhat for the tone of Lord HERSCHELL, who followed him, and gave a very half-hearted support to the Bill. The true remedy, according to the ex-Lord Chancellor, is to persuade the British public that they cannot get a high rate of interest without obtaining very doubtful security for their capital. In this way, he thinks, a great deal more good is to be done than by any amendment of the Companies Acts. Lord HERSCHELL commended the provisions of the Bill relating to the formation of companies, but was doubtful as to the value of the clauses relating to audit, and expressed no decided opinion as to publication of balance-sheets. It is useful that these views should have been expressed. The country is now committed to the carrying on of business by means of companies formed on the lines of the Act of 1862, and it is as well to realize that most of the drawbacks are incident to the nature of companies, and are not capable of being dealt with by legislation. Lord HERSCHELL was quite right in pointing out that a balance-sheet can never be absolutely relied on to shew the true position of affairs. The auditor is competent to deal with figures, but he is not competent to deal with the facts—the value, for instance, of mercantile securities such as bills—upon which the figures depend for their actual meaning. With regard to the publication of balance-sheets, Lord DUDLEY seems to have thought it sufficient to require this as the price to be paid for limited liability. "Parliament has allowed the liability of these companies to be limited, and surely it is not unreasonable to ask in return that they shall be asked to state the assets on which they trade." We imagine that when the Bill comes to be discussed in practical fashion by persons in daily contact with company business, a very different tone will be adopted. Companies are, after all, only traders, and traders do not usually expose the position of their business for the benefit of rivals. Persons who are about to give credit to a company can ask for the balance-sheet, and in all important matters they do this as a thing of course.

WITH REFERENCE to the proposal of the Companies Bill that the prospectus of a company shall state "every material fact known to any director or promoter of the company who is a party to the issue of the prospectus" (clause 14 (1)), the remarks of ROMER, J., on Wednesday, in the case of *M'Keown* v. *The Boudard Peveril Gear Co.* (*Limited*) may be usefully considered. The company was started to work an improved gear for cycles, and the prospectus stated some of the wonders which had been done with the new invention. Within a few weeks of each other various "record-cutting" performances had occurred, indicating, so it was said, how much cycling would be changed by the advent of the Boudard Peveril gear. Subsequently the prospectus observed that the records quoted were by no means final, and this should have reminded the intending investor, if such reminder were necessary, that not only the Boudard Peveril gear, but other inventions also, might accomplish more remarkable feats still. In fact, such feats had been performed at the date of the issue of the prospectus. The Boudard Peveril records had been beaten, though of this the prospectus gave no hint. A shareholder, consequently, sought to get his contract to take shares rescinded on the ground that all the material facts were not set forth in the prospectus, but ROMER, J., rejected his contention as going beyond the requirements of the existing law. It was impossible, he said, in a case in which there was no misrepresentation, to state broadly that a man might have rescission because the directors of the company had not in the prospectus stated all the material facts, *pro* and *con*, which might induce a person to apply for shares or prevent him from so doing. It was impossible to say that any prospectus was misleading because all the material facts were not set forth. In some cases a whole volume would have to be set out, and to require such a statement would make the issuing of all prospectuses dangerous. There remarks coming straight out of the everyday experience of judicial life are worthy of the attention of the Legislature. What ROMER, J., regards as impossible in practice is exactly what the Board of Trade Bill proposes to do. In the case in question the learned judge did not consider the prospectus to be misleading, and the action was dismissed.

MR. DU MAURIER'S popular heroine has been the occasion of an important decision on section 10 of the Patents, Designs, and Trade-Marks Act, 1888. The section, which enumerates the particulars of which a trade-mark must consist, differs materially from the corresponding section (section 64) of the Act of 1883. It omits the provision allowing the use of fancy words not in common use, and authorizes instead the use of invented words, and of words having no reference to the character or quality of the goods, provided they are not geographical names. The effect is to allow registration of five distinct classes:—(*a*) the name of an individual or firm, (*b*) a copy of the written signature of the individual or firm applying for registration, (*c*) a distinctive device or mark, (*d*) an invented word or words, and (*e*) a word or words having, as just stated, no reference to the character or quality of the goods. With regard to (*a*) there is also the requirement that the name must be printed, impressed, or woven in some particular and distinctive manner. In *Re Holt's Trade-Mark* (*ante* p. 351) in which the Court of Appeal have reversed the decision of NORTH, J., Messrs. Holt had registered "Trilby" as a trade-mark for aprons and other articles of feminine attire, and the question was whether the name came under any and which of these classes of words capable of registration. NORTH, J., considered, and KAY, L.J., agreed with him, that "Trilby" was the name of an individual, and that for registration it must be printed, impressed, or woven in some distinctive manner. Hence, as Messrs. Holt's trade-mark did not fulfil this requirement it was bad. The only way to save the trade-mark was to bring the word within classes (*d*) or (*e*). But though an invented word, it was not invented by the applicants for registration, and this reduced Messrs. Holt's chance of success to the possibility of bringing "Trilby" within (*e*). Is then "Trilby" the name of an individual? As a question of literature and of

common speech obviously it is. Trilby is one of the best known individuals of the day. But in the Act of 1888 "individual" is associated with the prosaic word "firm," and since it is to be presumed that the Legislature contemplated only firms which have a real existence, individuals, to be within class (*a*), must have a real existence too. This leaves the names of fictitious individuals free to be included as mere "words" under class (*c*), and since "Trilby" has no reference to the character or quality of an apron, Messrs. Holt's trade-mark was held by the majority of the Court of Appeal to be good, and they retain the monopoly of the "Trilby" apron.

RESTRAINT ON ANTICIPATION.

THE House of Lords have rectified in *Hood Barrs* v. *Heriot* the singular error into which the Court of Appeal fell with regard to the effect of a restraint on anticipation. The history and the theory of the restraint are sufficiently well understood. Equity, which invented the separate estate of married women, and which ordinarily attached to the separate estate a complete power of disposition, permitted the power to be excluded by apt words contained in the settlement. The method by which the restraint worked was clearly settled in the leading case of *Tullett* v. *Armstrong* (1 Beav. 1, 4 My. & Cr. 377). The restraint may be created while the woman on whom the property is being settled is unmarried, though it does not immediately take effect. It comes into operation only when the woman becomes covert, and it ceases to operate so soon as she is discovert. "The restraint on anticipation," said DAVEY, L.J., in *Hood Barrs* v. *Cathcart* (*No.* 1) (42 W. R. 628; 1894, 2 Q. B. 559, at p. 566), "is an anomaly introduced by the Court of Chancery for the protection of the married woman against her own acts and her own weakness." More correctly, perhaps, it was to protect her against her husband, for, apart from his influence, an unmarried woman would require protection quite as much as her married sister. And the Married Women's Property Act, 1882, although it established the general independence of married women in respect of property, has expressly preserved the anomaly. By section 19 it is provided that the Act is not to interfere with a restraint on anticipation attached to the enjoyment of property by a woman under any settlement or will or other instrument, subject only to an exception as to debts contracted before marriage.

The restraint as thus established can be made to apply both to the *corpus* of the property and to income, so long as the income has not accrued due; but prior to the judgment of KAY, L.J., in *Hood Barrs* v. *Cathcart* (*No.* 2) (42 W. R. 631; 1894, 2 Q. B. 567), it was settled that it did not extend to income which had already accrued due but had not yet reached the hands of the married woman. Both the above-mentioned cases in Mrs. CATHCART'S litigation related to the enforcing of a judgment against arrears of income, and in each the arrears which it was sought to render available had accrued due after the date of the judgment. In each the decision of the Court of Appeal was adverse to the judgment creditor, but there was a striking difference between the judgment of the court delivered in the first case by DAVEY, L.J., and the judgment delivered in the second by KAY, L.J. Lord DAVEY'S judgment carefully distinguished between arrears accrued due before and those accrued due after the date of the judgment which the creditor was trying to enforce. Full effect, he said, might be given to the provisions of the Married Women's Property Act, 1882, by holding that the court has jurisdiction to order the debt recovered against a married woman to be paid out of any separate estate which at the date of the judgment she has power to make liable for her engagements, including any after-acquired separate estate which is not subject to a restraint against anticipation. This principle obviously excludes income subject to a restraint upon anticipation which has not fallen due at the date of the judgment, and hence the result was adverse to the judgment creditor in the case then before the court. But with regard to arrears due and not paid to the married woman before the date of the judgment, the question of the judgment creditor's remedy depended on deciding whether the restraint on anticipation was gone, and as the circumstances of the case required no decision of this point, Lord DAVEY purposely refrained from expressing any opinion upon it.

The judgment of KAY, L.J., in *Hood Barrs* v. *Cathcart* (*No.* 2) unfortunately was not given with the same caution. The point for decision was identical with that in the first case—namely, whether the judgment creditor could levy execution by appointment of a receiver of arrears of income accrued due after the date of the judgment—and the court came to the same conclusion, that he could not. "In our opinion," said KAY, L.J., "it was not intended by the Act of 1882 to enable a judgment against a married woman to be enforced against arrears of her separate estate accruing due afterwards, as to which she was restrained from anticipation, either by a receiver, sequestration, charging order, or any kind of process." But earlier in the judgment the Lord Justice propounded a theory of restraint on anticipation which made all arrears of income safe against the claims of judgment creditors, whether the arrears had accrued due at the date of the judgment or did not accrue due till afterwards. The ordinary form of restriction in a settlement, he observed, directs payment of income to the wife for her separate use, "and so as that the said (wife) shall not have power to deprive herself of the benefit thereof by way of sale, mortgage, charge, or otherwise in the way of anticipation, and that her receipts only shall be effectual discharges for the same." In reliance simply on the literal meaning of these words, KAY, L.J., said that any alienation before the fund reached the wife's hands seemed to be forbidden, although the income might be due to her when the alienation was attempted, and he hazarded the hypothesis that in cases such as *Pemberton* v. *McGill* (1 Dr. & Sm. 266), where the restraint had been treated as being at an end as to income which had become due, but was in the hands of a tenant or trustee and had not been paid over to the married woman, the restriction must have been peculiarly worded. In the case of *Hood Barrs* v. *Heriot*, Lord HERSCHELL shewed that this hypothesis was unfounded, and he cited several cases in which, upon the ordinary clause in restraint on anticipation, the courts had acted on the view that the restraint is at an end so soon as the income becomes due: see, for example, *Harnett* v. *M'Dougall* (8 Beav. 187), *Re Brettle* (33 L. J. Ch. 471), *Fitzgibbon* v. *Blake* (3 Ir. Ch. Rep. 328).

The curious point in the matter is that the correct theory had been quite recently stated by KAY, L.J., himself in *Cox* v. *Bennett* (39 W. R. 401; 1891, 1 Ch. 617), where the Court of Appeal decided that costs might be ordered to be paid out of arrears of income due to a married woman at the date of the order. "I am clear," he said, "that at the time when this order for payment of costs was made these were arrears of income due to a married woman, as to which, of course, the restraint on anticipation was gone—that is to say, to put the proper test, at the moment when this order was made, she could for valuable consideration have charged the income, which was then actually in the hands of the trustees, and made an effectual assignment of it, notwithstanding the restraint on anticipation."

Nothing could be more distinct that this statement, or more contrary to the theory propounded in *Hood Barrs* v. *Cathcart* (No. 2), and the natural course would have been for the Court of Appeal in subsequent cases to discard the *obiter dictum* in that case, and follow the law as correctly laid down in *Cox* v. *Bennett*. By a curious fatality Court of Appeal No. 1 were called upon a few weeks after *Hood Barrs* v. *Cathcart* (Nos. 1 and 2) to decide the question as to arrears due at the date of the judgment in a further case arising between the same parties. The judgment is not reported, but the court, contrary to what might have been expected, appear to have followed the later view of KAY, L.J., and to have decided against the judgment creditor on the ground that the arrears till payment to the married woman were still subject to the restraint on anticipation. Court of Appeal No. 2 followed suit, though under protest, in *Pillers* v. *Edwards* (39 SOLICITORS' JOURNAL, 96). It would never do, said LINDLEY, L.J., for one division of the court to decide one way and for the other division to decide the other way. In that case no one would know how to advise his clients. It was necessary, he continued, for the court to decide in the same way as in Mrs. CATHCART'S case, and if the decision in that case was to be upset it must be upset by the House of Lords.

In a case where one division of the Court of Appeal has gone palpably wrong it may be a question whether the members of the other division should feel themselves fettered in this manner, though probably considerations of convenience tell in favour of Lord Justice LINDLEY'S principle. In *Hood Barrs* v. *Heriot* Mr. HOOD BARRS has carried the matter to the House of Lords, and that tribunal has had no hesitation in reversing the judgment of the Court of Appeal. The view of the restraint on anticipation taken by KAY, L.J., is now declared to be erroneous. The literal meaning of the words directing payment to the married woman personally has never, Lord HERSCHELL points out, been regarded, and, as already stated, the courts have on various occasions assumed that the restraint is gone so soon as the arrears are due. Lord MACNAGHTEN dwelt on the serious inconvenience it would be to married women if they were debarred from rendering arrears of income available for immediate use by raising money on them. It follows that since the restraint on anticipation has at the date of the judgment ceased to apply to such arrears, they are then free separate property of the married woman, and are liable for the satisfaction of the judgment. The decision does not, of course, touch the principle stated in the judgment of DAVEY, L.J., in *Hood Barrs* v. *Cathcart* (*No.* 1) (*suprd*) as to arrears not accruing due till after the date of the judgment.

THE RACE FOR THE GARNISHEE ORDER.

On a former occasion (*ante*, p. 308) we described the commencement of an interesting race for a garnishee order between the High Court and the county court. The event has now been decided by the judge in chambers, and inasmuch as it is not likely to proceed further, and will not therefore figure in the reports, we will complete our narrative.

It will be remembered that, of our imaginary parties, JONES & Co. owed SMITH a debt of £20. SMITH had two judgments entered against him, one by BROWN in the county court, one by ROBINSON in the High Court. BROWN issued a garnishee summons in the county court against JONES & Co. returnable on the 26th of February. ROBINSON obtained a garnishee order *nisi* in the High Court dated subsequent to, and served later than, the county court summons, but returnable two days earlier—viz., on the 24th of February. In the event JONES & Co. were ordered by the High Court on the 24th of February to pay ROBINSON the £20, which they did the same day under threat of execution, and on the 26th of February they were ordered by the county court to pay the £20 over again to BROWN. Each court, in fact, refused to take cognizance of the garnishee proceedings in the other court.

Up to this point the facts are narrated in the previous issue referred to (*ante*, p. 308); the subsequent course of events is as follows:—JONES & Co. appealed to the judge in chambers against the master's order in the High Court proceedings. On the hearing of this appeal the judge was in a difficulty. It was obvious that JONES & Co. were entitled to relief, having been adjudged to pay the same debt twice over. One of the garnishee orders must of necessity be invalid. The issue lay in fact between the two judgment creditors BROWN and ROBINSON, and therefore BROWN, the plaintiff in the county court action, would have to be made in some way subject to the jurisdiction of the judge in chambers, so that all parties might be heard. After carefully considering the matter, the judge ordered a summons for a prohibition to issue and to be served on BROWN. On the hearing of this summons all parties were represented by counsel, and the case was fully argued. The judge decided that the county court summons, having been served first upon JONES & Co., bound the money in their hands owing to SMITH, and that therefore the master's order in the High Court proceedings was wrong. He had no power to order JONES & Co. to pay money which was previously bound by the county court garnishee summons. The judge therefore ordered the High Court judgment creditor to repay to JONES & Co. the money received from them, and he dismissed the summons for a prohibition without costs.

The main point of interest in the above narrative is the hard case of JONES & Co., and when we inquire further into the question of costs we are presented with a remarkable proof that our justice is indeed blind—especially in the matter of garnishee's costs. JONES & Co. are auctioneers who sold some goods for SMITH, the debtor. The sale realized £20, the subject of the garnishee proceedings. In the first place they appeared before the master, and on the order being made the garnishor agreed their costs at £1 11s. 6d. They therefore paid over to ROBINSON (High Court) £18 8s. 6d., being the £20 less the agreed costs. On disputing BROWN'S claim in the county court to a garnishee order because the money had already been paid under the High Court order, JONES & Co. were ordered to pay BROWN'S costs, amounting to £4 10s., and this order was confirmed. Further, the prohibition proceedings ordered by the judge had to be attended by counsel, and the total costs of JONES & Co. amounted to £7, which they have to bear because the summons was dismissed without costs. Moreover, as the judge ordered ROBINSON to repay what he received from JONES & Co., he repaid £18 8s. 6d., deducting the £1 11s. 6d. previously paid to JONES & Co.'s solicitor. In other words, the form of the order deprived JONES & Co. of the costs previously allowed them in the High Court proceedings. It will be found, therefore, that these several sums, added to JONES & Co.'s own costs of the county court proceedings, bring the total amount of costs which they have to pay to over £15. The only possible reason for their being mulcted in any costs whatever was their objection to paying twice over the £20 they owed to SMITH, which the court ordered to be returned to them.

LEGISLATION IN PROGRESS.

COMPANY LAW.—The Companies Bill has been read a second time in the House of Lords.

MARINE INSURANCE.—The Marine Insurance Bill, introduced by Lord HERSCHELL, has been read a second time in the House of Lords. It is a codifying Bill, drafted by Mr. CHALMERS on the same lines as the Bills of Exchange Bill and the Sale of Goods Bill which have now become law, and it endeavours to reproduce as exactly as possible the existing law relating to marine insurance, leaving any substantial amendments that may seem desirable to be introduced by the Legislature at a later stage. The Bill is founded on the Bill introduced in 1894, and the provisions of that Bill, as well as suggestions received from various sources, were carefully considered by a strong and representative committee appointed by Lord HERSCHELL when Lord Chancellor. The Bill consists of ninety-four clauses, and there are schedules giving a form of policy, rules for the construction of policies, and directions for the adjustment of certain particular average claims.

BURGLARY.—The Burglary Bill has been read a third time in the House of Lords and passed.

JUDICIAL TRUSTEES.—The Judicial Trustees Bill has been read a second time in the House of Commons.

CHURCH PATRONAGE.—The Benefices Bill was considered by the Standing Committee on Law on the 17th, 20th, and 24th inst. Clause 1, sub-section (1) provides that no transfer of a right of patronage shall be valid which does not transfer the whole right of the transferor. Mr. GEDGE moved to leave out this sub-section, but the amendment was defeated by 26 votes to 3. Mr. LLOYD MORGAN moved to amend sub-section (2) (*a*), which provides that after the transfer of a right of patronage of a benefice the right of presentation thereto shall not be exercised for a year, by reducing the prohibited period to six months. Viscount CRANBORNE said that such a provision was necessary to prevent evasion of the prohibition of the sale of next presentations. Some period of time was necessary and the experts were agreed that a year was the proper period. The amendment was defeated by the casting vote of the chairman, Sir J. FERGUSSON, the votes on each side being 13. Sub-section (3) provides that upon a transfer of a right of patronage payment of the consideration shall not be postponed for more than three months after the agreement for sale, neither shall provision be made for payment of interest. Mr. GEDGE moved the omission of the sub-section. The Solicitor-General said that the commonest mode of evading the law was to stipulate that the purchase-money should not be paid until a vacancy occurred. The sub-section was absolutely essential to the purpose of the Bill. After a long discussion the motion for the omission of the sub-section was rejected by 24 votes to 10, but at the suggestion of the Solicitor-General words were added providing that the sub-section should not prejudice the title of a subsequent transferee in good faith and without notice. A motion by Mr. GEDGE to omit the part of sub-section (4) which declares that it shall

not be lawful to charge or encumber any right of patronage was rejected by 31 votes to 3. Mr. GEDGE also moved to omit that part of sub-section 4 which prohibits the transfer of any right of patronage by means of a public auction. The amendment was negatived. Mr. CARVELL WILLIAMS moved an amendment prohibiting the transfer of any right of patronage for a money payment. Mr. GRIFFITH BOSCAWEN said that the promoters of the Bill could not accept the amendment because it would practically make private patronage inalienable. The Bill provided for the continued existence of private patronage, and it was not possible therefore to make it unsaleable. The amendment was negatived. The committee also rejected by 23 votes to 10 an amendment moved by Mr. H. D. GREENE permitting the sale of advowsons by public auction where they were sold in conjunction with any manor or hereditament to which they were appurtenant, or with 500 acres of land or fifty houses in the parish or in an adjacent parish. Clause 2 provides that every person claiming a right of patronage by transfer or transmission shall register the same in the registry of the diocese. On the motion of Viscount CRANBORNE the clause was amended by requiring the registration to take place within three months from the transfer, or within such further time as might be allowed by rules framed under the Bill. Clause 3, exempting from the law of mortmain any transfer of a right of patronage to a public patron—a term defined in the definition clause—was agreed to. Clause 4 prohibits a transferee of a right of patronage from presenting himself. This was amended by excluding from the clause presentations occurring ten years after the transfer. The further consideration of the Bill was adjourned.

REVIEWS.

BUILDING, ENGINEERING, AND SHIPBUILDING CONTRACTS.

THE LAW OF BUILDING, ENGINEERING, AND SHIPBUILDING CONTRACTS, AND OF THE DUTIES AND LIABILITIES OF ENGINEERS, ARCHITECTS, SURVEYORS, AND VALUERS, WITH PRECEDENTS AND REPORTS OF CASES. By ALFRED A. HUDSON, Barrister-at-Law. Second Edition. In 2 Vols. Waterlow & Sons (Limited; Stevens & Haynes.

This is a book of great elaboration and completeness. It appears from the preface that the author has the two-fold qualification of technical knowledge of building, gained as an architect, and devotion to the legal aspects of building, engineering, and shipbuilding contracts since he became a member of the bar. He has collected with unsparing industry, and has digested in a form very convenient for reference, the decisions on the subject of his work. The list of cases cited covers fifty large pages, and they include, not merely English, but American and Colonial decisions. This effort at completeness deserves high credit; but it is by no means the only merit of the work. The first volume, in which the law is stated, is very well arranged under the general headings of, first, Authority of Architects and Engineers; their duties and liabilities; their charges; quantity surveyors; bills of quantities and tenders and contracts generally. Then follow chapters on contracts with public bodies, performance and payment, approval and certificates, extras, price and damages, vesting of materials, lien and forfeiture, assignment of contracts, guarantee and sureties and arbitration and award. The matter of each chapter is well broken up into heads and subheads; and the author's scheme of introducing in small type in the text statements of cases as "illustrations" of propositions is excellent. It is very rarely that the author has to say, as he does at page 177, that "as no actual case has occurred, and the law is doubtful, no illustration is here given." So far as we have tested this part of the work, we have found the statements accurate, and on points of difficulty the decisions are, in general, very well dealt with.

The second volume is devoted, in the first place, to full reports of cases bearing on the subject; then follow precedents of various instruments relating to building and engineering contracts. The most important of these are the "forms of conditions of contract"; being, in fact, an extremely elaborate collection of the various provisions, both ordinary and special, inserted in these contracts, with frequent annotations. Everything required in a contract which is a purely building or engineering contract is to be found here, but the author does not deal with the financial arrangements which so often nowadays form part of these contracts, such as taking payment in shares, with provisions for issue of such shares, &c. In a subsequent edition it may be desirable to add forms as to these matters. The forms of the various provisions are carefully expressed, and frequently afford useful hints to the draftsman, but they are sometimes very verbose, reminding one of the palmy times of conveyancing, when the fatter the draft the more it was appreciated. The substance of many of them is in ordinary practice expressed in about half the number of words. This is a matter which we venture to suggest as deserving the attention of the author in the next edition. The book, however, as a whole represents a large amount of well-directed labour, and it ought to become the standard work on its subject.

BOOKS RECEIVED.

On the Interpretation of Statutes. By the late Sir PETER BENSON MAXWELL, Chief Justice of the Straits Settlement and Legal Administrator of Egypt, 1883-4. Third Edition. By A. B. KEMPE, Esq., M.A., F.R.S., Barrister-at-Law. Sweet & Maxwell (Limited).

CORRESPONDENCE.

PATENT AGENTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A client of mine has received an account from some patent agents, in which the following items appear:—

Time spent with various persons as to obtaining opinion of counsel	£5	5	0
Drawing, revising, and settling draft case for counsel, attending counsel at his chambers discussing case	£1	1	0
Writing supplementary case with reference to questions raised with counsel	£1	1	0
Paid counsel's fees			
Copies of draft case, brief of supplementary case, attendances at counsel's chambers with papers, writing you as to same, &c.	£1	17	6

How far do these come under any of the Solicitors Acts?

The case submitted to counsel, on which counsel gave an opinion, was indorsed with the patent agent's name and address only.

No solicitor was concerned in any way in the above matters.

It seems to be one of importance to the legal profession—especially to solicitors.

GEO. B. W. DIGBY.

69, Coleman-street, Bank, London, E.C., March 19.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

EASTER VACATION, 1896.

Notice.

There will be no sitting in court during the Easter Vacation.

During Easter Vacation:—All applications which may require to be immediately or promptly heard, are to be made to the Honourable Sir Henry Hawkins, whose address may be obtained at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Sir Henry Hawkins will act as Vacation Judge from Thursday, April 2nd, to Monday, April 13th, both days inclusive.

His lordship will sit in Queen's Bench Judges' Chambers on Thursday, April 9th, at 11 a.m., for the disposal of urgent Queen's Bench Summonses.

In any case of great urgency, the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrary in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 16th day of March, 1896.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice STIRLING (1895—C.—No. 786).

Richard Smith Casson v. The International Commercial Company Limited.

Mr. Justice STIRLING (1894—D.—No. 750).

Thomas Duckworth v. The International Commercial Company Limited.

HALSBURY, C.

CASES OF THE WEEK.

Lunacy.

Re **FARNHAM**—21st March.

LUNATIC BANKRUPT—PROPERTY VESTED IN OR UNDER THE CONTROL OF TRUSTEE IN BANKRUPTCY—JURISDICTION OF COURT SITTING IN LUNACY TO ORDER TRANSFER.

This case raised a novel and important point—viz., whether where the lunatic is a bankrupt the court sitting in lunacy has jurisdiction to order the trustee in bankruptcy of the lunatic to transfer to the credit of lunacy moneys to the credit of the bankruptcy, and being the proceeds of sale of property of the lunatic. The facts are stated in the judgment of LINDLEY, L.J.

LINDLEY, L.J.—The point raised in this case is one of some importance. The case stands in this way. Mr. Farnham was found a lunatic by inquisition in August, 1893, and on the 17th of March, 1894, a receiving order in bankruptcy was made against him. In November, 1893, the sheriff seized certain goods of the lunatic, which, in February, 1894, were sold by the sheriff. The proceeds of sale were claimed by the trustee in bankruptcy, and are now in the control the court in which the bankruptcy is pending—namely, the county court of Leicester. The proceeds of sale are not in the Court in Lunacy, but are standing to the credit of the bankruptcy in the Leicester County Court. In these circumstances the committee of the lunatic comes in lunacy, asking first for an account of all moneys in the possession or under the control of the trustee in bankruptcy, and secondly, that the trustee in bankruptcy may be ordered to pay into court all such moneys. The Master, when this summons came before him, pointed out to the parties that he felt great difficulty on the question whether he had any jurisdiction to make such an order as was asked for, and he therefore adjourned it to the judge sitting in chambers, who adjourned it to us. On the case coming on before us, Mr. Parker at once took the point that we have no jurisdiction, and we are of opinion that he is right in that contention. This case is not in the least like the case already decided in this lunacy (reported 1895, 2 Ch. 799), where the property which was then claimed by the trustee in bankruptcy was in the custody of this court sitting in lunacy. The trustee in bankruptcy asked us to hand it over to him. We said, No; it is in our custody for the benefit of the lunatic, and we won't part with it. In the course of the judgment in that case there may be expressions which apply to the present question. But now the tables are turned. We are not asserting a right to retain property in our custody, as on that occasion, when we had the plate ourselves and had clear jurisdiction to deal with it. Our observations were addressed to that state of things. I have looked in vain through the Lunacy Act and the Bankruptcy Acts for any section which gives us any jurisdiction over the Court of Bankruptcy. Mr. Parker has called our attention to the case of *Brockwell* v. *Bullock* (22 Q. B. D. 567), where the jurisdiction of the Lunacy Court over other courts is very carefully gone into by Fry, L.J., who, in the course of his judgment, discussed the cases, and pointed out that the Court in Lunacy has no jurisdiction to restrain proceedings against a lunatic. That is the short answer to this case. But it does not quite stop there, for though the justices of the Court of Appeal sitting in lunacy have all the powers of judges of the High Court, yet, as judges of the High Court, we have no power to interfere with the jurisdiction of the county courts. It is true that there is a right of appeal from the County Court in Bankruptcy to the Divisional Court under the Bankruptcy Act of 1883; but, putting together that Act and the Judicature Act and the decision in *Re Platt* (36 Ch. D. 310), I am of opinion that we have no power to do this, and the summons must be dismissed. Now we are asked to sanction an application by the committee to the Court of Bankruptcy by the committee to have this money paid to her or to annul the adjudication. We have come to the conclusion that it is not for the benefit of the lunatic that such an application should be made. Our reasons are shortly as follows: Such an application by the committee to the Court of Bankruptcy for the payment out of this money to her would, in our opinion, be unsuccessful. The only way to succeed would be to apply to annul the adjudication. We are rather disposed to think that such an application would be successful, the bankruptcy having taken place since the inquisition; but it is anything but a clear point. If the committee made the application it might lead to an appeal to the House of Lords; and, seeing that the estate of this lunatic is not large, we are not prepared to say that it is for the benefit of the lunatic to sanction such an application. We are very much influenced indeed by the lapse of time which has expired since the bankruptcy, and under the circumstances we think that the application to annul the bankruptcy might fail upon that ground; at all events it increases the danger of the experiment. Without saying that the bankruptcy could not be successfully impeached, we do not think it would be for the benefit of the lunatic to endeavour to annul the bankruptcy. Therefore no such leave ought to be given.

KAY, L.J.—This case is so important that I will add a few words. The application is perfectly novel. It is a summons taken out by the committee asking for an account. [His lordship read the summons.] Now, no doubt, the Court in Lunacy, or the judges who are intrusted with the jurisdiction in lunacy, have gone very far indeed in this direction. For a long time past it has been recognised as within their power to apply moneys of the lunatic, which are in their control in lunacy for the maintenance of the lunatic, although he may have creditors who are unpaid, and although the application of these moneys in this way may prevent these creditors from ever being paid. The court has gone as far as that. But there is no case so far as I know in which the court has gone any further than that. The court has never taken any property out of the hands of creditors in order to apply it for the benefit of the lunatic. To do so would be monstrous. Suppose that instead of being paid into the Bankruptcy Court this money had been paid to a creditor, would this court order the creditor to return it on the ground that it was wanted for the benefit of the lunatic. The court would not dream of doing any such thing. It would have no jurisdiction to do so. The jurisdiction of the court is strictly limited to property in its custody or under its control. Here the moneys in question are not in the actual custody of the trustee in bankruptcy. They are under the control of the Board of Trade, which is pretty much the same as if they had been paid into the Court of Bankruptcy, whose duty, so long as the bankruptcy subsists, is to divide it amongst the creditors. Now, what power has the court sitting in lunacy to order the trustee in bankruptcy, still less the Court of Bankruptcy, to hand these moneys over to the committee in order that they may be applied for the benefit of the lunatic. That is very nearly as strong a step as ordering a creditor who had received his debt to refund it. If not actually in the possession of the creditors, this money is in the possession of the trustee in bankruptcy for the benefit of the creditors, or of the Court of Bankruptcy for the benefit of the creditors. Unless there is an express statutory power giving the Court in Lunacy power to order a third person, who is no party to the lunacy proceedings, to hand this money back again, in my opinion it would be doing something which the Court in Lunacy has never attempted to do up to this time, and which it has no jurisdiction to do. We asked, Is there any provision in the Bankruptcy Act which confers that power? None could be found. I know of none. I should think it extremely unlikely that the Legislature would put it in the power of judges in lunacy to order third parties, who are not parties to the lunacy proceedings, without any proceeding against them to hand over money to the Court in Lunacy, money which they have received. At any rate there is no such power; I cannot conceive it possible that there should be. All that could have been done would be to direct the committee to take proceedings in bankruptcy in order that we may get the money from the trustee in bankruptcy. That would be a monstrously strong thing to do. I cannot think that the judges in lunacy would ever do such a thing as that. It is said that the bankruptcy may be annulled. On that I give no opinion whatever. Assume that it may be. Then the question is, Is it for the benefit of the lunatic that we should direct the committee to embark in a litigation which must be carried on in the Bankruptcy Court to have the bankruptcy annulled on the ground that at the dates when the act of bankruptcy was committed, and when the receiving order was made, the bankrupt was a lunatic? That would be an experimental action, and I do not know what the result would be; but we do know that the property of this lunatic is very small, and in such litigation a large proportion of that small property would be swept away; and seeing that the only object of that application would be to take away from the creditors of the bankrupt that which in any view—legal and moral—they are entitled to, it is impossible to say that it is the duty of the judges in lunacy to direct the committee to commence proceedings, the result of which would be doubtful, and which would certainly injure the creditors of the lunatic, and might not benefit the lunatic at all. It would be perfectly ludicrous if we directed the committee to take any proceedings other than proceedings to impeach the bankruptcy. If the committee were to commence proceedings and say, "I do not impeach the bankruptcy, but I ask the Bankruptcy Court to give me the money," it would be ludicrous. I can only conceive of one possible answer to it—namely, that the Court of Bankruptcy will not part with property available for the payment of the creditors. I think that this application is quite misconceived. We cannot order the trustee in bankruptcy to pay this money over, nor can we, in the interest of the lunatic, direct the committee either to take proceedings to have the bankruptcy annulled, or, treating the bankruptcy as valid, to take proceedings to try to induce the Court of Bankruptcy to allow this money to be paid to the committee. The application fails, and must be dismissed with costs.

A. L. SMITH, L.J., concurred.—COUNSEL, *Warmington*, Q.C., and *Buckmaster*; *R. J. Parker*. SOLICITORS, *Prior, Church, & Adams*; *Field, Roscoe, & Co.*

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

Court of Appeal.

KEMP AND ANOTHER *v.* **LESTER**—No. 1, 23rd March.

PRACTICE—SPECIALLY INDORSED WRIT—LANDLORD AND TENANT—MORTGAGOR ATTORNING TENANT FROM YEAR TO YEAR TO MORTGAGEE—TENANCY DETERMINABLE BY MORTGAGEE WITHOUT NOTICE—TENANCY AT WILL—ACTION TO RECOVER POSSESSION—ORD. 3, R. 6 (*f*); ORD. 14, R. 1.

Appeal from an order of Cave, J., at chambers, giving the plaintiffs leave to sign final judgment under order 14. The action was to recover possession of certain premises and mesne profits. The premises were mortgaged by the defendant to the plaintiffs to secure repayment of £2,500 and interest at four per cent. per annum. By the mortgage deed the defendant attorned tenant of the premises from year to year to the plaintiffs at the yearly rent of £100, payable half-yearly; and it was provided that the plaintiffs might at any time, without giving any previous notice of their intention so to do, enter upon and take possession of the premises, and determine the tenancy created by the aforesaid attornment. Default was made in payment of the interest. The plaintiffs applied for judgment under order 14, and Cave, J., made the order. The defendant appealed. It was contended on his behalf that the case did not come within ord. 3, r. 6 (*f*), as the term had not "expired or been duly determined by notice to quit." The action was to recover possession on a forfeiture. The

attornment clause created a tenancy from year to year, and the subsequent clause giving the mortgagee power to determine the tenancy at any time was a forfeiture, and *Arden* v. *Boyce* (42 W. R. 354; 1894, 1 Q. B. 796) shewed that ord. 3, r. 6 (*f*) did not apply to a determination of the tenancy by a forfeiture. Further, assuming that a tenancy at will was created, ord. 3, r. 6 (*f*), did not apply to such a case, as it was not a tenancy for a term which had expired.

THE COURT (Lord ESHER, M.R., and LOPES and RIGBY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the decision in *Arden* v. *Boyce* came to this —that ord. 3, r. 6 (*f*), did not apply to a tenancy that was determined by forfeiture. Was the tenancy determined by a forfeiture in the present case? There was a clause in the deed creating a tenancy from year to year. But there was also a subsequent clause giving the landlord liberty to enter upon and take possession of the premises at any time without giving any notice. That did not amount to a forfeiture, and therefore *Arden* v. *Boyce* did not apply, and judgment could be signed under order 14.

LOPES, L.J., concurred. *Arden* v. *Boyce* was a case where the court held that ord. 3, r. 6 (*f*), and order 14, did not apply where the right to eject was based upon a forfeiture. The argument that this was an ejectment founded on a forfeiture was quite untenable. The mortgagee sought to eject the mortgagor because the relationship of landlord and tenant had determined. Whether he could do so depended upon the mortgage deed. True, the mortgage deed said that the mortgagor was to be tenant from year to year; but it also said that he was to be a tenant at the will of the mortgagee. The mortgagee had brought the tenancy to an end, as he was entitled to do. *Arden* v. *Boyce*, therefore, was not applicable, and the learned judge was right in allowing the plaintiffs to sign judgment under order 14.

RIGBY, L.J., concurred. The law took no notice in general of the length of a term. A term merely gave the right to possession so long as the term continued. The word "term" only signified the time until the right to possession came to an end. A term might be for 1,000 years or any other time, or at the will of the lessor. But in any case the term was of the same quality in the eye of the law. The decision in *Arden* v. *Boyce* was founded on the principle that commended itself to the sense of this court, that they would not disturb a long-continued course of practice at chambers under the Judicature Rules and the previous statutory enactments which contained a similar provision. Was there any forfeiture here? Forfeiture was founded on some default. Here there was no default at all. It was agreed by the mortgage deed that there should be a tenancy from year to year, subject to a very important condition, that the tenancy could be put an end to at any time by the landlord without any previous notice being given. To exercise that power there need not be any default on the part of the tenant. Therefore there was no forfeiture in this case. It would be strange indeed if, on the determination of a tenancy for 1,000 years, judgment for possession could be signed against the tenant under order 14, while a tenant at will would have a higher right.—COUNSEL, *A. T. Toller*; *Montague Lush*. SOLICITORS, *Field, Roscoe, & Co.*, for *Stone, Billson, Willcox, & Dutton*, Leicester; *L. Kirkman*, for *Bulman*, Leicester.

[Reported by W. F. BARRY, Barrister-at-Law.]

J. LYONS & SONS *v.* WILKINS—No. 2, 19th March.

CONSPIRACY AND PROTECTION OF PROPERTY ACT, 1875 (38 & 39 VICT. c. 86), s. 7 (4)—STRIKE—TRADE UNION—"WATCHING AND BESETTING" INTERLOCUTORY INJUNCTION.

This was an appeal from a decision of North, J. The plaintiffs are manufacturers of leather bags, of Red Cross-street, City. The defendants are the secretary and a member of the executive committee of a trade union, called the Amalgamated Trade Society of Fancy Leather Workers. A dispute between the plaintiffs and their workpeople had arisen in February, 1895. The union had ordered a strike against the plaintiffs partly for an increase of wages and partly with the object of putting an end to the system of paying some persons by piecework and some by time. The union had picketed the plaintiffs, and had also ordered a strike against a maker of the name of Schoenthal, who employed his own workmen, but made only for the plaintiffs. The plaintiffs alleged that one letter written as part of the trade contest to an *employé* amounted to a libel, and that a workman of the name of Sparrow had been induced by the society to break his contract with the plaintiffs, and that the acts of the defendants in endeavouring to induce people not to enter the employ of the plaintiffs were malicious. The plaintiffs applied by motion for an interlocutory injunction to restrain the defendants from unlawfully and maliciously procuring any persons who had entered into contracts with the plaintiffs to break their contracts, and from maliciously inducing or conspiring to induce persons not to enter into contracts with the plaintiffs, and also from writing, issuing, or publishing, or causing to be written, issued, or published, any letter, circular, or other writing to the effect that the plaintiffs were paying lower wages than other employers, or starvation wages, to their workmen, or that workmen did not obtain fair conditions of labour from the plaintiffs, or that, could the plaintiffs obtain any one to do their work 1s. cheaper, they would cast out their *employés*, or from otherwise directly or indirectly circulating any other false statement or allegation calculated to injure the plaintiffs in their trade or business. North, J., was of opinion that, as only one case of breach of contract had been put in evidence—namely, that of a workman named Sparrow, who was not called as a witness, no case for an interlocutory injunction had been made out under that head, nor had any libel been proved such as would justify the granting of an injunction. As to the alleged malicious inducement of persons not to enter into contracts with the plaintiffs, his lordship was of opinion that there was ample evidence of malice within the definition of such as laid down by Lord Esher, M.R., in *Hood* v. *Jackson* (43 W. R. 453; [1895], 2 Q. B. 21), and, therefore, he granted an interlocutory injunction until the trial of the action or further order restraining the defendants from maliciously inducing persons not to enter into contracts with the plaintiffs. The defendants appealed, and urged that they were entitled to persuade a person not to enter into a contract with a third person, as the law now stands, if such persuasion was done without malice: *Mogul Steamship Co.* (*Limited*) v. *McGregor, Gow, & Co.* (1892, A. C. 25). *Hood* v. *Jackson* (*ubi suprâ*) was an attempt to punish people for what they had done before; they wanted to punish for an infringement of trade-union rules. If any kind of picketing was legal, then the picketing of the plaintiff's works in this instance was legal, for the pickets were the workmen themselves who had come out on strike; what they did was done in their own interests and without malice. Every strike must necessarily be an attempt to dictate to an employer, and most strikes lead to ill-feeling; the Legislature must have known this when it made strikes legal. In a criminal statute as here the direct act must be considered only, and not ulterior and remote acts. This injunction was not in accordance with the practice of the Court of Chancery, and was too wide. The question of malice was one to be decided by a jury at the trial. If the court was prepared to hold that these Acts were an interference with the rights to property, then the jurisdiction was established, but not otherwise. Section 7 of the Conspiracy and Protection of Property Act, 1875, is as follows:—Every person who, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing, wrongfully and without legal authority—(1) Uses violence to or intimidates such other person, or his wife or children, or injures his property; or (4) watches or besets the house or other place where such other person resides, or works, or carries on business, or happens to be, or the approach to such house or place, shall, on conviction, &c., . . . attending at or near the house or place where a person resides, or works, or carries on business, or happens to be, or the approach to such house or place, in order merely to obtain or communicate information, shall not be deemed a watching or besetting within the meaning of this section.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.), without calling upon the respondents, except as to the form of the injunction, dismissed the appeal.

LINDLEY, L.J., said that the question in this case was an extremely important one. He could not help seeing what the real fight was; the facts were not in controversy. After stating the facts and the positions of the parties, his lordship said that the consequence of these proceedings was that the trade union in fact prevented Lyons from carrying on his business on terms which he wished to make with his workpeople. Strikes which formerly were illegal had been legalized, and trade unions had also been made legal societies. The workmen could combine to leave, and could strike; the trade union could assist them by granting strike pay during the strike. Then came the difficulty which was well known to all. They could be defeated by the masters making arrangements with other people who were willing to work. But Parliament had not yet given trade unions power to prevent and coerce people from working, and some strikes would be ineffective unless they could prevent other people from taking the place of the workmen on strike. Until Parliament conferred that power, trade unions would be exceeding their powers in so doing. The Conspiracy and Protection of Property Act, 1875, was very important. It was obvious to anybody who read with a view to understand, that the Legislature did not intend to unsay what it had previously said, but intended to prevent the words being stretched beyond their proper meaning. "Watching or besetting" merely for the purpose of obtaining information was not a criminal offence, and was not unlawful. It was impossible to say that all picketing was unlawful, but it was easy to see that a great deal might be done which was absolutely unlawful; if the object were to prevent people from doing what they had a right to do it was absolutely unlawful. These pickets were not there merely to obtain information, but to put pressure on Lyons by persuading people not to work for him; and that was "watching and besetting" within the meaning of the section. On the second point Lyons' business would be absolutely ruined if this was not peremptorily stopped. It was a case in which a person's business was so interfered with that he was justified in going to that court for an injunction. His lordship did not disagree with North, J., but thought the words of the injunction were too wide, and must be varied. The appeal would be dismissed, the terms would be altered, and the costs would be costs in the action.

KAY, L.J., said that since the Judicature Act there could be no doubt of the jurisdiction to grant an interlocutory injunction in such a case as this. In all these cases where a man's trade was affected one saw the enormous importance of interfering at once before the trial. Acts might be utterly illegal, and a man's business might be absolutely ruined, and the damage might be irreparable; this being such a case, it was a proper case in which to grant an interlocutory injunction until the trial on the usual terms. It would seem very unlikely that any damage could result to the defendants, and, on the other hand, great damage might fall on Lyons. It was in the last degree unlikely that at the trial the facts would place a different aspect on the case. His lordship then considered the evidence, and laid it down distinctly that it was illegal to picket the works or place of business of a man by persons who were instructed to try and persuade men who were working there, and who might wish to work there, not to work there. It was also illegal to call out the men who were working at Schoenthal's, for that was putting pressure on Lyons through Schoenthal. The argument was that the pickets, being the workmen only, were legal; but his lordship did not agree it was "watching or besetting" a house to prevent an

employer making terms with his workmen which he was entitled to make. That was compulsory on the employer, and came distinctly within the proviso. Take Schoenthal's case; it was not merely persuading him not to work, they were preventing him from working, and that was an illegal act. With the alteration of the wording of the injunction the appeal failed, and the costs would be costs in the action.

A. L. SMITH, L.J., gave judgment to the same effect. Appeal dismissed. The wording of the injunction was altered so as to follow the wording of section 7 (4) of the Conspiracy and Protection of Property Act, 1875.—COUNSEL, *C. E. E. Jenkins; Levett*, Q.C., and *Ward Coleridge*. SOLICITORS, *Shaen & Roscoe; Warburton & De Paula*.

[Reported by W SHALLCROSS GODDARD, Barrister-at-Law.]

HAWES *v.* SCOTT—No. 2, 24th March.

RESTRICTIVE COVENANT—CONSTRUCTION—"NOT MORE THAN TWO DWELLING-HOUSES"—ERECTION OTHER THAN DWELLING-HOUSE.

By an agreement dated the 29th of January, 1878, for the sale to the predecessor in title of the parties to this action of the land in question, it was provided that "the purchaser should not erect or permit to be erected on the said piece of land more than two dwelling-houses, with suitable stables, coach-houses, and offices for each (all which buildings shall be entirely lighted and ventilated from the said piece of land), and shall expend on each such dwelling-house no less sum than £3,000, and will not permit the said dwelling-houses to be used otherwise than as private residences." It was further provided that these provisions should be, and the same were accordingly, incorporated in the conveyance to the purchaser. In 1881 the purchaser entered into an agreement to sell part of the land to the plaintiff, the agreement providing that the plaintiff should be assumed to have notice of the conditions in the agreement and conveyance of 1878. The land so agreed to be sold was afterwards conveyed, and subsequently the rest of the land was sold and conveyed to the defendant. In 1895 the plaintiff made certain additions to a dwelling-house which had been built on his land, and opened two windows overlooking the defendant's land. The defendant thereupon, to preserve the privacy and amenity of his own land, and to prevent the acquisition by the plaintiff of rights to light, began to build a high wall, on his own land but opposite to the plaintiff's new windows. The plaintiff then commenced this action, claiming a perpetual injunction. Stirling, J., granted the injunction, and the defendant appealed. For the appellant it was contended that the words "not more than two dwelling-houses" meant "not more dwelling-houses than two," and that the defendant's right to put up erections other than dwelling-houses was not restricted by the covenant, except so far as it might be affected by the residential character which the neighbourhood was evidently meant to preserve; and the case of *Bowes* v. *Law* (18 W. R. 640, L. R. 9 Eq. 636) was relied upon. For the respondent it was argued that the words of the covenant must be read as meaning "not more buildings than two dwelling-houses," &c., and the case of *Wood* v. *Cooper* (43 W. R. 201; 1894, 3 Ch. 671) was cited.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.; A. L. SMITH, L.J., dissenting) allowed the appeal.

LINDLEY, L.J., said the question was not by any means an easy one, but he thought anyone looking at the words would naturally at first sight understand them to mean that you were not to have three, five, or more dwelling-houses. Any other construction was very forced, and was not the natural meaning. Though the words, taken strictly, left the defendant free to erect anything he pleased, provided it was not three or more dwelling-houses, yet, looking at the object of the restrictions, you might be able to find that nothing inconsistent with the residential character of the neighbourhood could be erected. With respect to the doctrine of implying covenants, the shortest and the best statement he knew of was that of Bowen, L.J., in *Oriental Steamship Co.* v. *Tylor* (42 W. R. 89, 91; 1893, 2 Q. B. 518, 527). But here the plaintiff's property was in no way injuriously affected, and there was no ground for implying any restrictive covenant. Stirling, J., had gone too far, and the appeal must be allowed.

KAY, L.J., delivered judgment to the same effect, remarking that it would be extremely dangerous to lay down that a restrictive covenant could be implied on such grounds as were here shewn.

A. L. SMITH, L.J., dissented. He thought Stirling, J., was right, and that on any other construction it was impossible to say that the defendant might not put up a brewery, a slaughter-house, or a mortuary, which was clearly contrary to the intention of the parties. The interpretation he preferred was as consistent with the language as the other, and much more reasonable.—COUNSEL, *Cracknthorpe*, Q.C., *Buckley*, Q.C., and *Rowden; Graham Hastings*, Q.C., and *W. F. Hamilton*. SOLICITORS, *Peacock & Goddard; Baker, Blaker, & Hawes*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re WHITE & SMITH'S CONTRACT AND THE VENDOR AND PURCHASER ACT, 1874—Stirling, J., 18th March.

VENDOR AND PURCHASER—SALE BY AUCTION—AGREEMENT TO PURCHASE LEASEHOLDS—ONEROUS COVENANTS—NON-DISCLOSURE BY VENDOR—CONSTRUCTIVE NOTICE.

This was a summons under the Vendor and Purchaser Act of 1874 taken out by the purchaser asking that the contract of purchase might be rescinded, on the ground of the existence of certain onerous covenants and defects of title mentioned in the summons, but not material to be here set out. On the 29th of April, 1895, certain leaseholds in Tower-street, St. Martin's-lane, were, along with other property, put up for sale by auction at the Mart, in the City of London, and formed lot 3 at the sale. The applicant, Mr. John Thomas Smith, attended the sale and became the purchaser of lot 3, and signed a contract in the usual form indorsed on the printed particulars and conditions of sale. These particulars and conditions contained no statement as to the nature of the covenants in the lease nor any notice on the part of the vendors that the lease might be inspected at their solicitors or elsewhere. Upon the delivery of the abstract it was found (as was not disputed) that the lease contained onerous covenants. By his requisitions on the title the purchaser claimed to have the contract rescinded on the ground of the existence of these covenants, and he also raised other objections to the title. The vendors declined to rescind and is alleged failed to remove these other objections, and this summons was taken out in consequence.

STIRLING, J.—[His lordship stated the facts as above set out, and continued:—] At the hearing it was admitted by the vendors that the law applicable to the case is as laid down by the Court of Appeal in *Reeve* v. *Berridge* (20 Q. B. D. 523, pp. 527-8). In my opinion the last paragraph of the judgment establishes that it is *primâ facie* the duty of the vendor to disclose all that is necessary to protect himself, and not the duty of the purchaser to make inquiry before entering into a contract, and that this is so whether the sale be by public auction or private contract. It seems to me that the Court of Appeal meant to lay down a general rule applicable to all sales, though, no doubt, the practice with reference to sales by private contract was put forward as one of the grounds for the establishment of the rule. It is not pretended that the applicant had any actual knowledge of the contents of the lease, but it is said that he had a fair opportunity of ascertaining its provisions. This is sought to be established from the statements in paragraphs 13-16 of the affidavit of vendors, and paragraph 7 of the affidavit of applicant in reply. Paragraphs 13-16 of the affidavit of the vendors, allege that the purchaser has had previous dealings with property in the neighbourhood of the property in question, and was aware that the lease probably contained covenants and conditions of an unusual nature; that the lease was at all reasonable times between the advertisement of the particulars and the date of the sale open for inspection "in accordance with the usual custom" by intending purchasers at the offices of the solicitor of the vendors, whose name and address appeared on the advertisement aforesaid; that the vendors' solicitor was present at the sale and had with him the lease of the property, which was then open for inspection "in accordance with the usual custom"; and that the purchaser was a frequent attendant at sales of property of this description, and was well acquainted with and experienced in all the details of such customs and opportunities for examination, whilst paragraph 7 of the affidavit of the applicant in reply says, that the applicant did not inspect the lease prior to the sale, was never informed, nor was he aware that the lease was open for his inspection, and that he did not know that the vendors' solicitor was in attendance at the sale. It must be taken to be admitted by the applicant for the purposes of this application that the acts of the respondents spoken of in these paragraphs of their affidavit were "in accordance with the usual custom," and that the applicant knew this. The vendors, however, fail to say what means of knowledge they have on the subject of this alleged custom, or what the nature of the custom is or how far it extends. It is well known to be a common practice for vendors to deposit the lease with their solicitors or elsewhere prior to the sale, and to announce the fact in the particulars of sale, and I am quite prepared to believe that in the majority of sales in the City of London this course is adopted. For aught that appears this may be all that is referred to in the respondent's affidavit. At all events the respondents do not venture to pledge themselves that a vendor in the City of London is to be taken to have conformed to this practice if he does not give notice to the contrary, while the applicant expressly says that he was not aware that the lease was open for his inspection, by which I understood him to mean that he was not aware that he was entitled as of right to see the lease, or that he would not be met with a refusal if he applied to see it before the sale. The question then arises whether a purchaser under such circumstances ought to be fixed with constructive notice of the contents of the lease. The circumstances under which a purchaser without actual knowledge of a state of facts ought to be held to have constructive notice of it have been recently considered by the Court of Appeal in *Baily* v. *Barnes* (1894, 1 Ch. 25), and one test there laid down appears to be whether inquiry ought to have been made as a matter of prudence, having regard to what is usually done by men of business under similar circumstances. In the application of this test all the circumstances of the case must be taken into consideration. I can well imagine cases in which the court might hold that a purchaser had failed to take reasonable precautions if he did not avail himself of an opportunity or even a possible opportunity of examining a lease; as, for example, where knowledge was brought home to him of the existence of similar covenants in leases of adjoining portions of the same estate. If, however, it be (as I think it is) the duty of the vendor to disclose the state of his title and not the duty of the purchaser to inquire into it, and if the purchaser's attention is not called to the possible existence of onerous covenants, either by the vendor himself or by information otherwise acquired, I think that a business man of ordinary caution might abstain from examining a lease in the absence of any intimation on the part of the vendor that he will not be met with a refusal if he applies to examine the lease before the sale. Now the applicant, in his affidavit, says that he has never had any experience of sales or other dealings with property in the neighbourhood of St. Martin's-lane, that he did not know that leases of property in that neighbourhood contained or were likely to contain onerous or special covenants and conditions, that he had no opportunity of examining the lease, that it was not

a condition of sale that he should acquaint himself with the contents of the lease, and consequently he did not do so. In these circumstances, I think that it is not made out that the applicant had a fair opportunity of inspecting the lease within the meaning of the rule laid down in *Reeve* v. *Berridge*, and consequently that he is entitled to the relief which he asks. —Counsel, *Stewart Smith*; *Hastings*, Q.C., and *Ashton Cross*. Solicitors, *J. H. Smith*; *T. H. Hiscott*.

[Reported by Arthur Morton, Barrister-at-Law.]

Re **CULVERHOUSE, COOK** *v.* **CULVERHOUSE** — Kekewich, J., 26th March.

Estate Duty—Leaseholds—Residuary Personal Estate—Property passing to the Executor as such—Finance Act, 1894 (57 & 58 Vict. c. 30), s. 9, sub-section 1.

This summons raised the question as to whether the estate duty under the Finance Act, 1894 (57 & 58 Vict. c. 30), paid by executors on leaseholds specifically bequeathed was properly payable out of residuary personal estate, or whether it should be paid out the specifically bequeathed leaseholds themselves. Section 9, sub-section (1), of the Finance Act, 1894, is as follows: "A rateable part of the estate duty on an estate, in proportion to the value of any property which does not pass to the executor as such, shall be a first charge on the property in respect of which duty is leviable; provided that the property shall not be so chargeable as against a *bonâ fide* purchaser thereof for valuable consideration without notice." The residuary legatees contended that a rateable proportion of the estate duty should be thrown upon the specific legatees, on the ground that the leaseholds did "not pass to the executor as such," because, though, if the estate were insolvent, the executor could take the leaseholds in order to satisfy debts, if the estates were solvent they passed direct to the legatee, and the executor had nothing to do with them; they vested, in fact, in the legatees from the time of the testator's death, and not from the date of the assent by the executor to the bequest. The specific legatees maintained, on the other hand, "that the leaseholds did pass to the executor as such," and therefore did not come within the section, and were consequently not charged with the rateable proportion of estate duty.

Kekewich, J., said he was quite sure that the point raised must have something in it, but he was not prepared, in the absence of distinct authority, to depart from elementary rules such as those laid down in Williams on Executors—*e.g.*, where the learned author says that "even where a term for years is specifically devised, it will, in the first instance, vest in the executor, by virtue of his office, for the usual purposes to which the testator's assets shall be applied, and the legatee shall have no right to enter without the executor's special assent" (Williams on Executors, 9th ed., p. 600). His lordship was therefore of opinion that the contention of the specific legatee was right, and that the leaseholds vested in the first place in the "executor as such," and consequently that the estate duty was to be borne by the estate and not by the specific legatee.—Counsel, *Rowden*; *J. G. Wood*; *Ribton*; *Upjohn*. Solicitors, *Lovell, Son, & Pitfield*; *Ford, Lloyd, Bartlett, & Michelmore*; *Rooke & Sons*.

[Reported by C. C. Henley, Barrister-at-Law.]

Winding-up Cases.

Re **W. POWELL & SONS (LIM.)**—Romer, J., for Vaughan Williams, J., 23rd March.

Company—Winding up—Official Receiver—Liquidator—Security for Costs—Payment of Costs by Liquidator—Order on Liquidator Personally—Companies (Winding-up) Act, 1890 (53 & 54 Vict. c. 63), ss. 4, 10.

This was an application by certain persons, respondents to a misfeasance summons, that the official receiver and liquidator might be ordered to give security for costs. There was money in court sufficient to pay a small dividend to the debenture-holders of the company. The winding-up order was made in 1892, and in 1894 the misfeasance summons was taken out. It was said that the question was not as to whether there were assets or not, but whether the official receiver and liquidator had done his duty, and that if the company itself had been in the place of the liquidator the company would have had to give security for costs. The following cases and authorities were referred to: *Re Kingston Cotton Mill Co.* (2), (1896, 1 Ch. 331, at p. 350); Palmer's Winding-up Forms, 6th ed., p. 499, Form 636; *Re London Metallurgical Co.* (43 W. R. 476; 1895, 1 Ch. 758); *Salisbury Jones, &c., case*, 1895, 1 Ch. 333; *Re Seventh East Central Building Society* (51 L. T. N. S. 109).

Romer, J., said that he desired to express his opinion that a liquidator who initiated proceedings like the present was at the mercy of the court to decide as to costs at the hearing of the misfeasance summons. The court, no doubt, had jurisdiction in a case like that to order a liquidator personally to pay the costs, and in his opinion the court would do so in any case where it would be just that the liquidator should be ordered to pay the costs. He thought that the court, in considering whether the liquidator ought or ought not to be ordered to pay the costs personally, would have regard to the fact that the application for an order that he should give security for costs had been made and had been opposed, and that the court had refused to order security for costs on the ground that there would be jurisdiction at the trial to order him to pay costs. It was on that ground, and on that ground alone, that he refused in the present case to order the liquidator to give security for costs. The application would be refused, but without costs.—Counsel, *C. E. E. Jenkins*; *R. Younger*; *John Henderson*. Solicitors, *Robinson & Stannard*; *Cox & Lafone*; *Dawes & Sons*.

[Reported by V. de S. Fowke, Barrister-at-Law.]

High Court—Queen's Bench Division.

CHAFFERS *v.* **TAYLOR**—18th March.

British Museum—Reading Room—Right of Public to Admission—Right of Trustees to Exclude—Enforcement of a Public Trust—British Museum Act (26 Geo. 2, c. 22), ss. 15, 20.

This was an appeal by the British Museum through their assistant secretary, the defendant, against the decision of a county court judge giving judgment for the plaintiff in an action for assault. The plaintiff, Chaffers, had been accustomed for upwards of forty years to make use of the reading room at the British Museum, and for this purpose always had an annual ticket. On the expiration of his ticket in May, 1895, he applied in writing to the principal librarian for a renewal, but was informed that the trustees had decided that his ticket should not be renewed. The plaintiff, being of opinion that under the British Museum Act he was entitled to admission without a ticket, went to the entrance of the reading room and claimed the right to enter. By order of, and in the presence of, the defendant, one of the attendants forcibly prevented him from entering, and the assault, in respect of which the action was brought, took place. The learned county court judge found that an assault had taken place and awarded him damages. He also held as a matter of law that under section 20 of the British Museum Act, 1753, the plaintiff had a right to free access to the reading room so long as he conducted himself properly and conformed to the regulations. The defendant appealed. By section 15 of the British Museum Act the trustees are empowered to make "rules and ordinances for the custody, preservation, and inspection of every part of the several collections." By section 20 it is provided that the museum shall be vested in trustees, "upon this trust and confidence nevertheless, that a free access to the said general repository and to the collections therein contained, shall be given to all studious and curious persons, at such time and in such manner and under such regulations . . . as by the said trustees . . . shall be limited for that purpose." For the appellant it was contended that by section 20 the trustees have the right to exclude anyone from the museum if they please to do so, and that they have a discretion as to so doing. The facts upon which they exercise such discretion cannot be tried by a jury. The remedy, if the trustees acted wrongly or did not carry out the trusts, would be by an information filed by the Attorney-General to compel them to carry them out. The respondent contended that clause 18 of the regulations, which is as follows, "The privilege of admission is granted upon the following conditions: (*a*) that it may be at any time suspended by the principal librarian; (*b*) that it may be at any time withdrawn by the trustees in their absolute discretion," was *ultra vires*, and that it was an imperative duty on the part of the trustees to admit all persons free.

The Court (Day and Wills, JJ.) allowed the appeal.

Day, J.—The judgment of the county court judge was clearly wrong. The British Museum is for the benefit of the public, and trustees are appointed to carry on the museum and to make regulations for doing so. The respondent used the reading room for many years under the regulations made by the trustees. The trustees now think fit to refuse to renew his ticket of admission to the reading room, and the respondent claims that he is entitled to admission with or without a ticket. I am clearly of opinion that a person who has not a ticket is not entitled to force his way into the reading room.

Wills, J.—I am of the same opinion. The reading room is part of the site of the museum under the control of the trustees. They have legal rights thereto, and no one can enter thereon without leave of the trustees. Section 20 of the Act clearly does not give every person a right to enter any and every part of the museum without any restriction just whenever they like. If that were so the object of study would be entirely frustrated. The trustees are empowered to make rules and regulations, and even if such rules should be *ultra vires*, on which subject I give no opinion, the respondent would have no right to force his way in, and would be a trespasser if he did. If the trustees fail to carry out the trusts imposed upon them, the only remedy would be by information filed by the Attorney-General. Appeal allowed.—Counsel for appellant, *Sir R. Finlay*, S.G., *H. Sutton*, and *Ingle Joyce*. Solicitor, *The Solicitor to the Treasury*. *The respondent appeared in person.*

[Reported by E. G. Stillwell, Barrister-at-Law.]

VESTRY OF ST. LEONARD'S, SHOREDITCH, *v.* **PHELAN**—18th March.

Drain—Sewer—Pipe Draining Two Houses does not Cease to be a Sewer when one of the Houses is Cut Off—Metropolis Management Act, 1855 (18 & 19 Vict. c. 120), ss. 68, 69, 250.

This was an appeal by a case stated from the decision of Mr. Bros, one of the Metropolitan police magistrates, dismissing a summons taken out by the appellants against the respondent. The summons complained that a nuisance existed at the premises No. 42, Westmorland-place, Shoreditch (which premises belonged to the respondent), by reason of a defective drain, and the appellants asked for an order requiring the respondent to repair or reconstruct the said drain. The following facts were set out in the case. In the rear of 42, Westmorland-place is situate a house, known as 36, Nile-street, contiguous to the back wall of the yard of 42, Westmorland-place. The drain complained of was a pipe which, prior to 1895, after taking the sewage from a water-closet in the yard of No. 42, passed

under part of 36, Nile-street, and took sewage from that house, and after again passing through the respondent's premises, emptied into the main sewer in Westmorland-place. It was not proved when the combined drain was constructed, or that it was made under the order of the vestry. In April, 1895, in consequence of a complaint by the vestry of a nuisance, the owner of 36, Nile-street caused the drainage of that house to be diverted from 42, Westmorland-place and connected with the drainage of another house, so that the pipe from 42, Westmorland-place thereupon became a pipe only draining that one house instead of two as formerly. On the 10th of May, 1895, a notice under section 4 of the Public Health (London) Act, 1891, was served on the respondent as owner of 42, Westmorland-place by the appellants, stating that a nuisance existed and requiring the respondent to abate the nuisance. The respondent refused to comply with this notice, contending that the so-called drain was a sewer vested in and repairable by the appellants under sections 68, 69, and 250 of the Metropolis Management Act, 1855. Thereupon on the 22nd of May the said summons was taken out. The appellants contended (1) that the drain prior to April, 1895, was a drain made for draining a group or block of houses by combined operation, and that it must be presumed that the drain was laid down lawfully and under the order of a vestry, although no evidence could be given that such order had actually been made. (2) That even if it were a sewer prior to April, 1895, yet it was not a sewer at the date of the notice, because it was then only draining No. 42, Westmorland-place, and that it was a drain within the definition of drain in clause 250, and was therefore repairable by the owner and not by the local authority. The condition of things at the time of the proceedings should be looked at, and it was immaterial that the drain may at one time have drained more than one building. The respondent contended that the alleged drain was a sewer, and that it had not been proved to be a combined drain, and that it could not cease to be a sewer and become a drain by reason of the disconnection of No. 36, Nile-street under the aforesaid circumstances. The magistrate dismissed the summons, holding that the alleged drain was a sewer and was therefore vested in and repairable by the appellants. The vestry appealed.

THE COURT (DAY and WILLS, JJ.), dismissed the appeal.

DAY, J.—The magistrate was quite right in his decision. At one time the pipe in question took away the drainage of two houses, and such a pipe is deemed to be a sewer. That being so it was vested in the local authority and that authority was bound to keep it in repair. They, however, allowed it to get so out of repair that a nuisance arose. They then decided to get an order to abate the nuisance. At the instance of the sanitary inspector the owner of the house in Nile-street cuts off his drainage from that of 42, Westmorland-place, and the vestry thereupon say that the pipe, ceasing to drain more than one house, had become a drain, and that the respondent was responsible for its maintenance and repair. This cannot be so. In my opinion a pipe once it becomes a sewer remains a sewer, I will not say always, but so long as it is used for drainage purposes. This sewer did not, in my judgment, at any time cease to vest in the parish.

WILLS, J.—I am of the same opinion. I think the real question here is whether the pipe was a drain so as to make the owner of the house liable, and the vesting section is the governing factor in determining this question. That section says that all sewers made and to be made within the district shall vest in the vestry. Such sewer remains vested in the vestry and in order to divest them of it you require express words in the Act to change the ownership. There is, however, no such provision. Having once been vested in the vestry the sewer remains so vested. Therefore the appellants continue responsible for it. Further, I am of opinion that there being no evidence as to the date when the drainage of these two houses was constructed it is impossible for us to say that there is a presumption that the consent of the local authorities was given to such construction. Appeal dismissed.—COUNSEL, *Lawson Walton*, Q.C., and *C. E. Allan*; *G. Rowlatt*. SOLICITORS, *Mansfield Robinson*; *Powell & Skues*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

REG. *v.* WEBB—23rd March.

BASTARDY—SERVICE OF SUMMONS—VALIDITY—"LAST PLACE OF ABODE"—PERSON SUMMONED OUT OF JURISDICTION—BASTARDY LAWS AMENDMENT ACT, 1872 (35 & 36 VICT. c. 65), s. 4.

Argument of a rule *nisi* for a *certiorari* to bring up an affiliation order made by justices against one Hotchkiss. The material facts were as follows: On the 31st of March, 1895, a bastard child was born of which it was alleged Hotchkiss was the father; on the 9th of April on the application of the mother a summons was issued under the Bastardy Laws Amendment Act, 1872, and on the 10th of April this summons was left at the house where Hotchkiss had lived up to the 3rd of April. On the last-mentioned day Hotchkiss left this house with the intention of proceeding to America, where he afterwards arrived, but at what date did not appear. At the hearing of the summons Hotchkiss did not appear, and the justices, after evidence had been given as to the service of the summons in the manner described and as to the paternity of the child, made the order complained of. Section 4 of the Bastardy Laws Amendment Act, 1872, provides that "on the appearance of the person summoned, or on proof that the summons was duly served on such person or left at his last place of abode six days at least before the petty sessions," the justices shall hear the evidence, &c. The rule *nisi* was obtained on the ground that the justices had no jurisdiction to make the order because the summons was not duly served in accordance with the above section, and that when the summons was issued and alleged to have been served the defendant's place of abode was in America and the order was made in his absence and without notice to him and without his knowledge thereof or of the summons. *Reg.* v. *Damarell* (L. R. 3 Q. B. 50), *Reg.* v. *Farmer* (40 W. R. 228; 1892, 1 Q. B. 637), *Berkley* v. *Thompson* (33 W. R. 525; 10 App. Cas. 45), were cited.

LAWRANCE, J.—I am of opinion that this rule must be discharged. The whole question arises under section 4 of the Bastardy Laws Amendment Act, 1872. The facts are that the defendant was living at his father's house, near the place where the mother of the child lived, until a short time before the summons was taken out. According to the evidence of his mother he left his home on the 3rd of April, and the summons was served on the 10th of April at his father's house as being his last place of abode. It is said that at that date he was living in America, but there is no evidence that he had then a fixed place of abode in America, and his letter of the 10th of May shews that he had no such abode, but was wandering from place to place. The question is whether his father's house was, at the date when the summons was served, his last place of abode. I think that *Reg.* v. *Farmer* is conclusive on the point. In that case the court considered whether the man had a place of abode in America, and they came to the conclusion that he had, and Lord Esher, M.R., expresses the opinion that it makes no difference that the place of abode is abroad "where the man is not merely wandering about but has got a fixed place of abode." Here the evidence is strong that the defendant had no fixed place of abode in America. As to the point mentioned by Lord Selborne in *Berkley* v. *Thompson*, it is sufficient to say that the remarks which have been referred to were not necessary for the decision of the question with which the court were dealing; and if it were a good point it would make nine-tenths of the judgments in *Reg.* v. *Farmer* wholly irrelevant.

COLLINS, J., after expressing the opinion that there was no evidence that the applicant had acquired a place of abode in America, said:—Another point was taken which, if it were a good point, would render the consideration of the applicant's place of abode in America irrelevant. This was founded on the *dictum* of Lord Selborne in *Berkley* v. *Thompson*, that this Act "proceeds upon the footing that the presence of the putative father in England is necessary for the jurisdiction to attach," with which *dictum* Kay, L.J., expresses his agreement in *Reg.* v. *Farmer*. But it seems to me that in section 4 we have an absolute provision enabling service of the summons to be effected by leaving it at the last place of abode of the person summoned, entirely irrespective of where that person is. The provisions in section 3 as to the making of applications after the return to England of a putative father, who left England after the birth of the child, do not seem to me to be inconsistent with the specific enactment as to service in section 4. But I also think that this point is really decided by *Reg.* v. *Farmer* when the *ratio decidendi* in that case is considered. Lord Esher, M.R., says: "We have to consider whether he had, at the time the summons was served, a place of abode in America. If he went there with the intention of returning, or for the mere purpose of avoiding service, I should say he had no place of abode in America. In such a case it would be true to say that his last place of abode was his father's house." I think it is clearly to be inferred that the Master of the Rolls thought that the summons would have been properly served in that case, although the man had gone out of the jurisdiction, if he had not acquired a place of abode in the foreign country. The question in *Berkley* v. *Thompson* was whether personal service in Scotland was good, and the *dictum* of Lord Selborne must be taken as relating to that case only. Then Lopes, L.J., in *Reg.* v. *Farmer*, says that the case would have been different if the man had gone away merely to avoid service; that assumes and decides that service at the last place of abode may be good, although the person summoned was out of the jurisdiction. I am therefore of opinion that the *dictum* of Lord Selborne does not warrant us in deciding in favour of the applicant in this case. Rule discharged.—COUNSEL, *Willes Chitty*; *Colam*; *Ernest Pollock*. SOLICITORS, *Rowcliffes*, for *King & Son*, Stourbridge; *Wainwright & Baillie*; *Charles Robinson & Co.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

RICHMOND HILL STEAMSHIP CO. (LIM.) *v.* THE CORPORATION OF THE TRINITY HOUSE—24th March.

SHIP—LIGHT DUES—TONNAGE—GOODS CARRIED AS DECK CARGO—CATTLE—MEASUREMENT OF SPACE OCCUPIED BY CATTLE—MERCHANT SHIPPING ACTS, 1854 (17 & 18 VICT. c. 104), s. 29; 1876 (39 & 40 VICT. c. 80), s. 23; 1894 (57 & 58 VICT. c. 60), ss. 85, 86, 724.

Action brought for the return of light dues alleged to have been improperly charged by the defendants and paid by the plaintiffs under protest. The steamship *Richmond Hill*, the property of the plaintiffs, arrived in the port of London carrying in pens on the deck seventeen horses and 350 head of cattle. In pursuance of the Merchant Shipping and other Acts a surveyor of customs boarded the ship for the purpose of ascertaining the tonnage under section 23 of the Merchant Shipping Act, 1876, upon which light dues were chargeable. The surveyor, in accordance with instructions issued by the Board of Trade, measured along the deck the floor or deck space covered by the horses, cattle, and cattle-pens at its greatest length, and the greatest breadth of the floor or deck space covered by the horses, cattle, and cattle-pens. He then measured the height from the floor to the top of the covering of the pens and multiplied together the greatest length, breadth, and height so taken, and divided the product by 100, and so ascertained the tonnage to be added to the registered tonnage under section 23 of the Merchant Shipping Act, 1876. All the measurements were outside measurements. The defendants, as collectors of light dues, demanded from the plaintiffs the sum of £3 16s. 6d. for light dues in respect of the tonnage so ascertained, and the plaintiffs paid that sum under protest. The questions for the decision of the court were, first, whether the defendants were entitled to charge the plaintiffs with any light dues in respect of the horses, cattle, and cattle-pens so carried on the deck of the *Richmond Hill*; and if the court should

be of opinion that the defendants were so entitled, secondly, whether the defendants had employed the right system of measurement in ascertaining the amount of such dues. Section 23 of the Merchant Shipping Act, 1876, which is reproduced by section 85 of the Merchant Shipping Act, 1894, provides that "if any ship . . . carries as deck cargo—that is to say, in any uncovered space upon deck or in any covered space not included in the cubical contents forming the ship's registered tonnage—timber stores or other goods, all dues payable on the ship's tonnage shall be payable as if there were added to the ship's registered tonnage the tonnage of the space occupied by such goods at the time at which such dues become payable. The space so occupied shall be deemed to be the space limited by the area occupied by the goods and by straight lines inclosing a rectangular space sufficient to include the goods." *City of Dublin Steam Packet Co.* v. *Thompson* (14 W. R. 376, L. R. 1 C. P. 355), *Reg.* v. *Slade* (37 W. R. 141, 21 Q. B. D. 433), and *Bartholomew* v. *Freeman* (26 W. R. 743, 3 C. P. D. 316), were cited.

Lord Russell of Killowen, C.J.—The first question is whether the defendants were entitled to charge any light dues at all in respect of these horses, cattle, and cattle-pens. I think the answer is to be found in section 23 of the Merchant Shipping Act, 1876. It may be taken for granted that the motive of the Legislature in passing that section was that it should apply to deck cargo where that cargo is a wood cargo. But that does not dispose of the question. Whatever the motive of the Legislature was we have to consider whether the language of the section is apt to meet the circumstances of this case. Upon a new state of things arising after this statute was passed the Legislature might have met that by a new enactment or if the language of the existing statute, although passed *alio intuitu*, applied to the new state of things new legislation would not be necessary. [His lordship read section 23 and continued:—] In this case it is undoubted that there was a covered space on deck which was not included in the cubical contents forming the registered tonnage, and that cattle and horses were stored there. Where they "goods" within the meaning of this section? I see no reason why they were not. I think the language of the section is apt to meet the circumstances, and I come to the conclusion that these were goods, and as they were stored in a space not included in the registered tonnage that space must be taken into consideration in calculating the tonnage in respect of which the dues are payable. On the first question, therefore, I decide that the defendants were entitled to charge light dues in respect of these cattle, horses, and pens. The second question is, On what principle the measurement is to be made? It was made according to the instructions of the Board of Trade by taking the length, height, and width of the sheds multiplied together and divided by 100 as the cubical contents to be added to the registered tonnage, outside measurements being taken in each case. In my judgment the principle is wrong in two respects. No doubt under section 29 of the Merchant Shipping Act, 1854, the Commissioners of Customs have power to modify or alter the tonnage rules prescribed by that Act for the effectual carrying out of the principle of admeasurement therein adopted, but it is admitted that if a statute lays down a definite principle on which measurements are to be made no rules which would gainsay that principle can be made under general powers to make rules as to measurement. I think there is such a definite principle laid down in section 23 of the Merchant Shipping Act, 1876. Under that section the tonnage to be added to the registered tonnage is the tonnage of the space occupied by the goods at the time at which the dues became payable. It is not intended that the whole cubical contents of any erection for cattle which may be on the deck should be added. Supposing there were a covered ship capable of holding a hundred head of cattle, but, owing to disease or other causes, fifty head had been jettisoned before the dues became payable, the space to be added to the tonnage would not be calculated according to the measurements of the whole ship but according to the space actually occupied by the cattle at the time the dues are payable. Again, I think that the space left above the cattle beyond what is wanted for the free movement of the cattle must not be included, the space must not be measured in the same way whether the goods are horses, cattle, sheep, or pigs, and uniform outside measurements of the sheds taken. That is a wrong principle; the space taken must be the space actually occupied by the goods when the light dues are payable. If horses and cattle are taken together the surveyor may draw a line parallel to the deck at the highest point reached by any of the animals and the space between that line and the deck will be the space to be added. I therefore give judgment for the plaintiffs for £1 and costs.—Counsel, *Lawson Walton*, Q.C., and *Holman; Bucknill*, Q.C., and *B. Aspinall*. Solicitors, *Downing, Holman, & Co.*; *Sandilands & Co.*

[Reported by T. R. C. Dill, Barrister-at-Law.]

COOPER *v.* PEARSE—24th and 25th March.

Allotment—Cottage Garden—Holding Used by Seedsman for Trade Purposes—Compensation—Allotments and Cottage Gardens Compensation for Crops Act, 1887 (50 & 51 Vict. c. 26), ss. 4 and 5.

This was an appeal on a case stated from the justices for the Borough of Bedford. At a petty sessions held at Bedford on the 6th of May, 1895, an application was made by G. Cooper (the appellant) against Mary Pearse (the respondent) under the provisions of the "Allotments and Cottage Gardens Compensation for Crops Act," 1887 (50 & 51 Vict. c. 26), for the appointment of an arbitrator in respect of a claim which had been made by the appellant for compensation in respect of crops growing upon land which he held of the respondent as tenant, the tenancy of which expired on the 25th of March, 1895, and for labour expended upon and for manure applied to the holding since the taking of the last crop therefrom. The appellant was a seed merchant carrying on business in the Borough of Bedford, and up to the 25th of March, 1895, was tenant of some land, being less than one acre in extent, of which the respondent was the owner. The tenancy expired by notice to quit on that date. In the agreement between the parties the land let by the respondent to the appellant was described as "garden land," and the tenancy was stated to be "from half year to half year commencing on the 29th of September, 1893." The land was occupied by the appellant as a garden. At the expiration of the tenancy there was a quantity of flower roots, vegetables, and bulbs upon the ground. Since taking the last crop the appellant had expended certain manure and labour on the land. The claim was for £159 2s. 9d. and the particulars shewed that the crops consisted principally of narcissus bulbs, crocus bulbs, and some vegetables. The bulbs were grown by the appellant for sale. They were put in in the autumn of 1893, and would not be fit to take up until July, 1895. The magistrates refused the application. They held that the holding was not an allotment within the meaning of the Act, on the ground that the definition of an allotment in section 4 of the Act provides that the holding must be cultivated as a garden, or as a farm, or partly as a garden and partly as a farm, and that a "cottage garden" was defined as an allotment attached to a cottage; also on the ground that Cooper was a seedsman, and that the holding was occupied by him for the purposes of his business, and not as a garden in its ordinary acceptation, nor as a farm. The magistrates further held that the bulbs for which compensation was claimed were not crops in the ordinary course of cultivation, on the ground that they were not an ordinary crop grown in the neighbourhood. The questions for the opinion of the court were (1) Was the holding in law a holding within the Act of 1887? (2) Could the bulbs claimed for be held in law under the circumstances to be crops growing on the holding in the ordinary course of cultivation within the meaning of section 5 of the said Act. By section 5 of the Allotments and Cottage Gardens Compensation for Crops Act, 1887 (50 & 51 Vict. c. 26), it is provided that: "Upon the determination of the tenancy of a holding after the commencement of this Act the tenant shall be entitled, notwithstanding any agreement to the contrary to obtain from the landlord compensation in money for the following matters and things, that is to say (*a*) For crops, including fruit, growing upon the holding in the ordinary course of cultivation, and for fruit trees and fruit bushes growing thereon, which have been planted by the tenant with the previous consent in writing of the landlord." By section 4 "allotment" is defined as meaning "any parcel of land of not more than two acres in extent held by a tenant under a landlord, and cultivated as a garden or as a farm, or partly as a garden and partly as a farm." "Cottage garden" is defined as meaning "an allotment attached to a cottage," and "holding" as meaning "an allotment or cottage garden." For the appellant it was contended that this land was an allotment within the meaning of the Act, and that the bulbs were crops grown in the ordinary course of cultivation within the meaning of section 5. For the respondent it was contended that this was not a garden within the Act. A "cottage garden" is a garden used by a cottager for his personal use and not as a nursery garden.

The Court (Lawrance and Collins, JJ.), in dismissing the appeal, were of opinion that the land in question was not an allotment within the Act. The appellant was a seedsman, and did not cultivate his plot of land in the ordinary sense of a garden. A garden is a place where flowers or fruit are grown for food or pleasure. The appellant did not occupy the plot for that purpose, but as a place of business. Therefore, this was not an allotment within the meaning of the Act. Having thus decided the first question raised by the case, it was not necessary for them to decide the second question as to whether the bulbs were a crop growing upon the holding within the meaning of the Act. Appeal dismissed.—Counsel, *W. Mackenzie; Reginald Brown*. Solicitors, *Crossman & Prichard*, for *Sharman & Trethewy*, Bedford; *Maples, Teesdale, & Co.*

[Reported by E. G. Stillwell, Barrister-at-Law.]

REG. *v.* SODEN. *Ex parte* KELLY—24th March.

Parliamentary Election—Registration—Adjudication upon Claims and Objections—Closing the Lists—6 Vict. c. 18, s. 41.

In this case a rule nisi was obtained from the judge in chambers in the last Long Vacation, calling upon the Revising Barrister for Leeds to shew cause why a *mandamus* should not issue to him to hear and determine an application by John Kelly to be placed on the list of Parliamentary electors and the burgess lists for the city or Leeds, or to state a case. The revising barrister had filed an affidavit in which he stated that in accordance with what had been his practice since 1887, and after notice given he held his court at the Town Hall, Leeds, on the 16th and 17th of September, 1895, for the purpose of hearing claims and objections. Shortly after 8 p.m. on the 17th of September, having been informed by the agents of the respective parties, and having satisfied himself from enquiries made by him in open court that there were no more claimants or persons objected to present, he declared in open court in accordance with notice previously given that the East Leeds lists were closed. On the following day, the 18th, the revising barrister sat for the purpose of doing the clerical work of revision, which consisted of making numerous alterations and corrections, striking out claimants who had not appeared or otherwise established their claims, calling over and initialling alterations, and signing the lists. While this was being done the applicant appeared and desired to be heard in support of his claim. The revising barrister declined to hear his claim on the ground that the lists had been closed the previous evening, and he also declined to state a special case. The applicant had not attended the court on the 16th or the 17th. 6 Vict. c. 18, s. 41, provides that the revising barrister shall "upon the hearing in open court court" finally determine upon the validity of claims and objections.

The Court (Lawrance and Collins, JJ.) discharged the rule.

Lawrance, J., said that the contention put forward on behalf of the

applicant was that until a person's name had been struck off the list of claimants he had a right to appear, and be heard in support of his claim. The question really was whether a revising barrister had power to arrange how the business should be conducted in his own court. In this case the revising barrister had given notice that the lists would be closed on the 17th of September. After the lists had been closed on that day the applicant had no right to insist upon his claim being heard on the next day, when the lists were being initialled.

COLLINS, J., concurred.—The revising barrister by declaring the lists closed on the 17th had adjudicated on all the claims, and had finally decided against all persons who did not then come forward in support of their claims. After the barrister had declared his decision by closing the court, no one had a right to be heard, although the purely formal and clerical work of recording the decisions remained to be done the next day. Rule discharged.—COUNSEL, *W. Graham; Mattinson*, Q.C., and *Sylvain Meyer*. SOLICITORS, *Hickin Smith & Capel Cure; A. Scott Lawson*, for *Walter & E. H. Foster*, Leeds.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

Re J. J. **BERRIMAN** (an Unqualified Person)—Q. B. D., 25th March.

SOLICITORS ACTS, 1843 (6 & 7 VICT. c. 73) s. 2, AND 1870 (23 & 24 VICT. c. 127), s. 26—UNQUALIFIED PERSON ACTING IN CONTENTIOUS BUSINESS—ATTACHMENT.

Application for a writ of attachment against J. J. Berriman for contempt of court in acting as a solicitor in contentious business although not qualified so to act. In 1895 an action of *Simeon* v. *Coker* was commenced in the Queen's Bench Division. A notice of appearance by the defendant was left at the plaintiff's office by the respondent, together with a notice to produce a document, and both notices were stated to be in the handwriting of the respondent, except that they were signed by the defendant. The respondent also inspected the document on behalf of the defendant. The respondent afterwards requested the plaintiff to agree to the adjournment of a summons which he had taken out under order 14, and an affidavit of the defendant used on the hearing of the summons was in the handwriting of the respondent. The respondent also appeared at the hearing of the summons and argued on behalf of the defendant. A summons to stay proceedings in the action was also in the handwriting of the respondent except the signature by the defendant: on the hearing and adjourned hearing of this summons the respondent appeared for the defendant and addressed the master, and on an appeal to the judge in chambers he again appeared. On the hearing of the appeal the plaintiff objected that the respondent was not a solicitor, and the respondent stated to the effect that this had now been put right, as he had made arrangements with a solicitor. Throughout the action the defendant never appeared personally, and the only person with whom the plaintiff had to deal was the respondent.

THE COURT (DAY and WRIGHT, JJ.) ordered that a writ of attachment should issue.—COUNSEL, *Hollams*. SOLICITOR, *E. W. Williamson*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

25 March—HENSHALL FERRIDAY (late of Old Broad-street and Chancery-lane, London, and practising at Worthing).

SOLICITOR ORDERED TO BE SUSPENDED FOR TWO YEARS.

25 March—ALFRED EDWARD VENN (formerly practising at Lewes, Sussex).

LAW SOCIETIES.

THE SELDEN SOCIETY.

The annual general meeting of the members of the Selden Society was held on Wednesday. The chair was taken by the president, Lord Herschell.

The PRESIDENT moved the adoption of the report and statement of accounts, and the re-election of Mr. Justice Bruce, Sir H. W. Elphinstone, Mr. A. M. Channell, Q.C., Mr. Ingle Joyce, and Mr. B. G. Lake, the retiring members of the council. He thought they had good reason to congratulate themselves on the work done by the society in the contributions which it had made to the history of English law by the publication of many valuable works, being records hitherto unpublished or works not easily accessible. After referring to the works published by the society during the year, he said that the next volume was in course of preparation, and it was anticipated that it would be published in the course of the year. He felt sure they were all conscious of how much they owed to the gentlemen who had displayed such singular ability in the preparation of the works published by the society. The number of members of the society was not very large, amounting at the present time to 223. The most striking fact about the numbers was the large proportion which members outside this country bore to the total membership. There were 174 in this country and 49 were resident in other countries, chiefly in the United States, where the activity and zeal of Mr. Hale, who was treasurer and secretary in America, had largely led to the accession of members to the society. He could not help thinking that they ought not to have reached the maximum of subscribers to the society in the United Kingdom. He thought 174 a small number, when they considered how many were interested in judicial subjects and in the history of the English law. He trusted that in future years they would have reason to rejoice, not only that the high standard which had been exhibited in the works already published had been maintained, but also that there was an accession to the number of members. He had great pleasure in moving the resolution.

Mr. Justice ROMER seconded the resolution, which was unanimously adopted.

Mr. RENSHAW, Q.C., moved a vote of thanks to Professor Maitland, the literary director, to the honorary treasurer, Mr. F. K. Munton, and to the honorary secretary, Mr. B. F. Lock, and mentioned the unsparing labours given by Mr. Munton in putting the society on a firm financial basis.

The resolution was adopted.

Lord Justice LINDLEY then moved a vote of thanks to the president.

The resolution was carried by acclamation, and

Lord HERSCHELL, in reply, said it was a matter of much satisfaction to be president of a society in whose work he took so great an interest, and which he believed was doing so much to help on the study and knowledge of the history of the English law.

INSURANCE COMPANIES.

The report of the Law Union and Crown Fire and Life Insurance Company for 1895 states that life policies have been issued, assuring £950,896, and yielding in premiums £34,941. The net new business retained was £912,996, which exceeds that of any previous year. The total income was £448,189, an increase of £19,637, and the total outgo £388,145. The life fund now stands at £3,264,285, being £60,044 more than at December 31, 1894. The claims by death and under endowment insurances were 398 in number, and amounted to £211,877. The rate of interest actually earned on the life funds, was £4 3s. per cent. In the fire department the premium income, after deducting re-insurances, was £70,014, and the losses £23,066, or 32·9 per cent. of the premium income. The total funds at the end of the year amounted to £3,877,439. A dividend has been declared of 5s. 6d. per share, being 45 per cent. on the paid-up capital.

The report of the English and Scottish Law Life Assurance Association for 1895 states that the number of policies issued was 1,233, assuring £723,230; of this £46,750 was re-assured, leaving £676,480. The gross new premiums amounted to £25,076, of which £2,141 consisted of single premiums, and of the annual premiums £1,585 was paid in respect of reassurances. The total net premium income amounted to £195,363, and exceeded that of 1894 by £13,090. Claims by death arose under 227 policies, and reached, after deduction of re-assurances but including bonus additions, a total of £157,747, and the endowments matured were £7,675. The total funds have increased during 1895 by £98,961, and the interest earned was £81,482, being at an average rate of £3 18s. 2d. per cent.

At the meeting of the London Guarantee and Accident Company, (Limited), held on the 24th inst., Mr. John Pares Bickerstoth in the chair, the directors reported that the premium income for 1895, less bonus and rebates to assured and re-assurances, was £162,727 18s. 2d. and the interest on investments, £8,707 4s. 2d. The reserve fund amounted to £92,000, and the balance of revenue account to £94,287 18s. 6d. The invested assets on 31st December, 1895, were £258,267 16s. 9d. The dividend declared was 5 per cent. on the preference shares, and on the ordinary shares four shillings per share (making with the interim dividend six shillings per share for the year), free of income tax, and a bonus of two shillings per share, also free of income tax. The retiring directors and the auditors were re-elected, and votes of thanks to the directors and to the chairman were passed.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 24—Chairman: Mr. J. S. Wilkinson.—The subject for debate was: "That the case of *Ellesmere Brewery Co.* v. *Cooper* (1896, 1 Q. B. 75) was wrongly decided." Mr. E. A. Alexander opened in the affirmative, Mr. Herbert Smith seconded in the affirmative; Mr. Walter S. Henderson opened in the negative, Mr. A. W. Watson seconded in the negative. The following members also spoke:—Messrs. A. Simon, A. Dickson, A. M. White, W. A. Jolly, F. G. Jones, Neville Tebbutt, A. E. Clarke, R. Blagden. The motion was lost by five votes.

LEEDS LAW STUDENTS' SOCIETY.—March 16.—Mr. E. Clifford Bowling in the chair.—Mr. R. A. Shepherd, M.A., B.C.L. (Barrister-at-Law) delivered the third and last of a series of lectures on the law of Landlord and Tenant. He pointed out the various ways in which the tenancy might be determined, and the landlord regain possession of the premises. He also dealt with the landlord's right of distress, and the tenant's right of compensation under the Agricultural Holdings and other Acts. Upon the motion of the chairman, seconded by Mr. A. P. Williamson, a vote of thanks was unanimously accorded to the lecturer. A similar compliment was paid to the chairman upon the motion of Mr. Shepherd, seconded by Mr. Thos. Thornton.

March 23.—Mr. Benson Bailey in the chair.—The subject for debate was: "Was the case of *Sanguinetti* v. *Stuckey's Banking Co.* rightly decided?" Mr. H. J. Milner opened in the negative, and Mr. W. Pullan argued for the negative, and the discussion was continued by

Messrs. Whittington, Hutley, Heigham, Hepton, Bowling, W. R. Wilson, and Jackson. The voting being equal, the chairman gave his casting vote in favour of the affirmative.

MANCHESTER LAW STUDENTS' SOCIETY.—Feb. 25—Sir J. F. Leese, Q.C., M.P., Recorder of Manchester, in the chair.—There was a large attendance of members. After the preliminary business a debate was opened on the following lines: By an indenture dated January 1, 1895, A. conveyed land to B. in fee, subject to the payment of an annual rent-charge thereby reserved to A. and his heirs. The conveyance contained a power of entry if the rent was at any time thereafter unpaid for forty days after becoming due. The rent being now in arrear more than forty days, A. enters on the land. Is such entry lawful? Mr. Cyril Atkinson spoke in the affirmative, and Mr. E. C. Pearson in the negative. The following gentlemen took part in the debate: Messrs. F. W. Watson, E. H. Coombs, H. D. Judson, J. D. Pennington, W. A. Wilkinson, F. Preston, and L. Bottomley for the affirmative; and Messrs. F. S. Oppenheim, P. Hibbert, E. A. W. Wragg, and Z. M. Lord for the negative. Sir Joseph Leese summed up strongly in favour of the affirmative, stating that the cases had only dealt with restrictive covenants, and that, in his opinion, a proviso for entry on non-payment of rent could not offend against the rule against perpetuities. The meeting thereupon decided in favour of the affirmative by a majority of sixteen.

LEGAL NEWS.

OBITUARY.

We regret to announce the death of JUDGE HUGHES, Q.C., which occurred at Brighton on Sunday, from congestion of the lungs. He was the second son of Mr. John Hughes, of Donnington Priory, near Newbury, Berkshire, and was educated at Rugby and Oriel College, Oxford, where he graduated B.A. in 1845. He was called to the bar at Lincoln's Inn in January, 1848, and was elected one of the members for Lambeth, which he represented from 1865 to 1868, when he was returned for the borough of Frome, for which he continued to sit till January, 1874. In 1869 he was appointed a Queen's Counsel, and in 1882 was appointed a county court judge. At his death he was judge of Circuit No. 9. He was, of course, best known as the author of "Tom Brown's School Days."

The death is announced of Mr. WILLIAM ROBERT WAKE, Registrar of the Sheffield County Court and District Registrar of the High Court. Mr. Wake was the fifth son of Mr. William Wake, of Sheffield. He was admitted in 1875.

GENERAL.

It is stated that Mr. Bushby, the senior magistrate of the Worship-street Police Court, has resigned.

It is stated that the vacant county court judgeships of Cheshire and Hampshire have been offered to Mr. S. D. Waddy, Q.C., and Mr. Percy Gye.

It is stated that Lord Rutherford Clark, whose resignation of the judgeship of the Court of Session has been accepted by the Queen, has been on leave of absence for six months suffering from an affection of the throat.

On the 24th inst. Henry Robert Elton, solicitor, who was found guilty on the 10th of February of fraud and conspiracy to defraud was sentenced to nine months' hard labour, the sentence dating from the 3rd of February, the first day of the sessions at which he was found guilty.

On Friday evening in last week Sir Courtenay Ilbert read a paper on "The Application of European Law to Natives of India," in Lincoln's-inn Old Hall, before the Society of Comparative Legislation, Lord Davey presiding.

The *St. James's Gazette* says that of the kindliness of disposition of the late Mr. Thomas Hughes, a tale was told by the late Lord Justice Bowen on his elevation to the bench. Reviewing his own career, the judge related that at one time he was so impecunious a young barrister that he went to Mr. Hughes to ask his advice as to which colony he should emigrate to, and Tom Hughes really kept him in England and laid the foundation of his fortunes by insisting that he should accept the loan of £100 and give the bar a longer trial.

The following are the commission days fixed by the judges for holding the ensuing spring assizes, viz.:—Northern Circuit (Mr. Justice Grantham and Mr. Justice Collins). Mr. Justice Grantham will open the commission at Manchester on Saturday, the 11th of April, and at Liverpool on Saturday, the 18th of April, civil business only being taken. On Saturday, the 25th of April, both judges will go to Manchester, and on Wednesday, the 6th of May, to Liverpool, when civil and criminal cases will be tried at both places. North-Eastern Circuit (Mr. Justice Wright).—Leeds, Wednesday, the 6th of May, where prisoners only will be tried. The above three towns are the only places at which assizes will be held during the spring circuits.

On the 23rd inst. in the House of Commons, Mr. Butcher asked the Chancellor of the Exchequer whether he was aware that the authorities at Somerset House were refusing to make any abatement or deduction from estate duty payable in respect of property upon which, under the practice of compounding legacy duty at the rate of 1 per cent. had already been levied, although such legacy duty would not now, by virtue of section 1 of the Finance Act, 1894, be payable; whether he would give directions to the authorities at Somerset House, or introduce a Bill, with the object of allowing or legalizing such abatement; and whether he would provide that such directions or legislation should have a retrospective effect. The Chancellor of the Exchequer said: I am considering whether it will be possible to deal with the subject of the hon. member's complaint in the Finance Bill for the present year; but there is no precedent for giving retrospective effect to remissions of taxation, and to do so would be to introduce a new principle, which would be wholly impossible of general application.

An interesting disquisition on the history and practice of auction sales was, says the *Daily Telegraph*, given on Tuesday by Mr. James F. Field to the members of the Auctioneer's Institute. He pointed out that the profession was one of the oldest in the world, for a description of wife-auctions was given by Herodotus. The system appeared to have been the very reverse of the way in which moderns dispose of valuable chattels. The fairest were first put up and knocked down to the highest bidder; then the next in order of comeliness, and so on to the damsels who were equi-distant between beauty and plainness, while those destitute of attractions were given away gratis. The word "auction" was acclimatised in England about the beginning of the eighteenth century, and since that time many forms of conducting sales had been used; sometimes by sandglass, sometimes by burning an inch of candle, the highest bidder before the flame expired being the purchaser, and now by the hammer. The methods of bidding have been and are still equally singular. One gentleman, well known to many an auction hall, seldom enters completely a sale-room, but, leaning round the door jamb, signifies his desire to acquire a bargain by a wink which is certainly unmistakable. Others open their mouths silently and give signs of apoplexy most alarming to behold, others smile, frown, or tremble, and indeed the methods of some are perplexing; others simply cry "Yes." A nod is, however, the common method. The most singular auctioneer of whom Mr. Field ever heard was a silent female, who handed a glass of brandy to every bidder, and he who got the last glass was the buyer.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, March 30	Mr. Farmer	Mr. Ward	Mr. Beal
Tuesday 31	Rolt	Pemberton	Pugh
Wednesday, April..... 1	Farmer	Ward	Beal
Thursday 2	Rolt	Pemberton	Pugh
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, March 30	Mr. Leach	Mr. Jackson	Mr. Carrington
Tuesday 31	Godfrey	Clowes	Lavie
Wednesday, April..... 1	Leach	Jackson	Carrington
Thursday 2	Godfrey	Clowes	Lavie

The Easter Vacation will commence on Friday, the 3rd day of April, and terminate on Tuesday, the 7th day of April, 1896, both days inclusive.

WINDING UP NOTICES.

London Gazette—FRIDAY, March 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CRICHTON CLUB, LIMITED—Creditors are required, on or before May 2, to send their names and addresses, and particulars of their debts or claims, to Edwin Hayes, 107, Cannon st

GRESHAM INVESTMENT CO, LIMITED—Petn for winding up, presented March 14, directed to be heard April 1. Wood & Sons, 16, Eastcheap, solors, petners in person. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of March 31

NORTH LEICESTERSHIRE BREWERY CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and particulars of their debts or claims, to James Walter Gibson Hill, 9, Bennett's hill, Birmingham. Blewitt & Co, 35, Waterloo st, Birmingham; Ryland & Co, 7, Cannon st, Birmingham

NOTTINGHAM BOOT AND SHOE INDUSTRIAL SOCIETY, LIMITED—Creditors are required, on or before April 11, to send their names and addresses, and particulars of their debts or claims, to Samuel Patrick Derbyshire, Swann's bldgs, Wheeler gate, Nottingham

PEOPLE'S CAFÉ CO, LIMITED—Petn for winding up, presented March 18, directed to be heard on April 1. Moon & Co, 15, Lincoln's inn fields, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of March 31

ROBERTS & ROBERTS, LIMITED—By an order made by Romer, J., dated March 9, it was ordered that the voluntary winding up be continued. Crowders & Vizard, 55, Lincoln's inn fields, solors for petners

UNLIMITED IN CHANCERY.

SOUTH FRANCES UNITED MINES—Creditors are required, on or before April 25, to send their names and addresses, and particulars of their debts or claims, to Thurstan C. Peter, solor for liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LANSDOWNE COTTON SPINNING CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and particulars of their debts or claims, to John

Brierley, 24, Clegg st, Oldham, and John Charles Atkins, 17, Queen st, Oldham. Wrigley & Co, Oldham, solors to liquidators

LONGFIELD COTTON SPINNING CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and particulars of their debts or claims, to John Brierley, 24, Clegg st, Oldham. Wrigley & Co, Oldham, solors to liquidator

FRIENDLY SOCIETY DISSOLVED.

BRASSINGTON FEMALE FRIENDLY SOCIETY, Schoolroom, Brassington, Derby. March 11

London Gazette.—TUESDAY, March 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALEXANDRA THEATRE AND OPERA HOUSE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 29, to send their names and addresses, and particulars of their debts or claims, to Dawson Cunningham, Phœnix chbrs, Exchange st West, Liverpool. Gibbons & Arkle, Liverpool, solors to liquidator

BARNSLEY AND DISTRICT LICENSED VICTUALLERS' BOTTLING CO, LIMITED—Creditors are required, on or before April 27, to send their names and addresses, and particulars of their debts or claims, to Mr William Carr, 27, Regent st, Barnsley. Rideal, Barnsley, solor for liquidator

BIAFRA TRADING AND COMMISSION CO, LIMITED—Creditors are required, on or before Monday, May 4, to send their names and addresses, and particulars of their debts or claims, to Mr William Denton, Westminster chbrs, 3, Crosshall st, Liverpool. Newman & Kent, Liverpool, solors for liquidators

BLACK SWAN GOLD MINE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 3, to send their names and addresses, and particulars of their debts or claims, to John William Woodthorpe, Leadenhall bldgs, Leadenhall st. Williams & Neville, Winchester House, solors to liquidator

F. ROSHER & Co, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and particulars of their debts or claims, to John Peirson, Portland House, Basinghall st. Wilkinson & Co, Bedford st, Covent garden, solors to liquidator

W. BARTER & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 5, to send their names and addresses, together with full particulars of their debts or claims, to John William Woodthorpe, Leadenhall bldgs

FRIENDLY SOCIETIES DISSOLVED.

BROUGHTON INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, Vale Cottage Lodge, Broughton, Wrexham, Denbigh. March 18

LEEK WOOTTON CO-OPERATIVE INDUSTRIAL AND PROVIDENT SOCIETY, LIMITED, Stone Cottage, Leek Wootton, Warwick. March 18

LITTLE PARADISE PRODUCTIVE SOCIETY, LIMITED, Folk House, Little Paradise, Bedminster, Bristol March 18

SAWBRIDGEWORTH UNION SOCIETY, Schoolroom, Congregational Church, Sawbridgeworth, Herts. March 18

STAG MUTUAL INVESTMENT AND LOAN SOCIETY, Bald-faced Stag, East Finchley. March 18

WELLINGTON LODGE, ODDFELLOWS FRIENDLY SOCIETY, Feathers Inn, Lydney, Glos. March 18

WIDOW AND ORPHANS FUND OF THE LEEK DISTRICT OF THE ANCIENT ORDER OF FORESTERS FRIENDLY SOCIETY, Swan Hotel, St Edward st, Leek, Staffs. March 18

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 13.

CRANMER, GEORGE, Hill rd, Wimbledon, Oil and Colourman April 8 Knox v Cranmer, North, J Howard, Abchurch lane

DEAN, JOHN RICHARD, Strand April 11 Dean v Woodard, Kekewich, J Button & Co, London and County Bank House, Covent garden

London Gazette.—TUESDAY, March 17.

DROVER, FANNY, West Cowes, I.W. April 25 Lewis v Drover, Kekewich, J Pittis, Newport, I.W.

DROVER, JAMES, Marine Hotel, West Cowes, I.W., Hotel Proprietor April 25 Charvet v Drover, Kekewich, J Lidiard & Co, Great James st

PIERCE, EVAN, Denbigh, Doctor of Medicine April 15 Pierce v Pierce, Registrar, Liverpool Stone, Liverpool

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 13.

AKED, ANN, Halifax May 16 Killick & Co, Bradford

APPLEBY, ROBERT, Marchmont st, Financial Agent April 1 Barron & Smith, Darlington

BADCOCK, ISABELLA, and JOHN BADCOCK, St Christopher, West Indies March 31 Were & Fripp, Plymouth

BAMFORD, THOMAS, Liverpool April 30 Jackson & Co, Rochdale

BANKS, ELIZABETH, Preston, Lancs, Innkeeper April 4 Thompson & Oakey, Preston

BOWDEN, WILLIAM, Haselwood cres, Upper Westbourne Park, Gent April 11 Paslett, Edgware rd

BURNETT, WILLIAM HENRY, Ratfield, Hereford April 11 Brice, Bridgwater

CARNALL, MARTHA, Whitchurch, Salop, Hotel Proprietress April 13 Etches, Whitchurch

CATON, BERTIE JOHN LUMLEY, Ackworth, Yorks, Esq April 30 Arundal & Son, Pontefract

CHILCOTT, JULIANA WILLETT, Epsom, Surrey April 14 Baker & Co, Newton Abbot

CONDER, FREDERICK, Biggleswade, Bedford, Auctioneer April 10 Hooper & Co, Biggleswade

COOPER, HENRY, Asylum rd, Old Kent rd April 9 Hughes, Effingham House, Arundel st

CUBEL, GEORGE HENRY, Strood, Kent, Shipwright April 10 Hayward & Smith, Rochester

DAVIES, ELIZABETH, St Albans, Herts April 30 Haynes & Claremont, Bloomsbury sq

DAVIES, GEORGE, Aberdare, Glam, Hosier May 1 James & Sons, Merthyr Tydfil

DERBYSHIRE, THOMAS, Stockport, Stone Mason April 15 Sidebotham & Sidebotham, Stockport

DUNN, JAMES, Burton on Trent, Innkeeper April 13 J & W J Drewry, Burton upon Trent

DUNN, LOUISA, Burton on Trent, Innkeeper April 13 J & W J Drewry, Burton upon Trent

EDWARDS, THOMAS, Trecynon, Aberdare, Grocer April 21 Jones, Mountain Ash

ELLING, JANE PAYNE, Warminster, Wilts April 15 Ponting, Warminster

EVANS, THOMAS, Cellan, Cardigan, Shoemaker April 25 Lloyd, Lampeter

FOSTER, EDWARD ARTHUR, Leeds May 1 Middleton & Sons, Leeds

FOSTER, General Sir CHARLES JOHN, KCB, Victoria rd, Kensington April 15 Amos, Gt Marlborough st

GRAHAM, JAMES, Byker, Newcastle upon Tyne, Millwright May 1 Maughan & Hall, Newcastle on Tyne

GREIG, ELIZABETH HENSON, Leeds April 30 Earle & Co, Manchester

GRIFFITH, JAMES, Plaistow, Essex, Baptist Minister April 13 Smith & Sons, Aldersgate st

GUDGEON, JOANNA MARIA, Bow rd April 13 Gellatly & Warton, Lombard ct

GUDGEON, SUSANNAH, Bow rd April 13 Gellatly & Warton, Lombard ct

HAGAN, ALBERT, Lower Thames st, Insurance Broker April 15 Keene & Co, Seething lane

HAWES, CAROLINE MARIA, Bedford rd, Clapham April 14 Rossiter, Coleman st

HAYWOOD, JAMES, Teally, Lincoln, Gardener April 25 Frearson, Market Rasen

IMESON, JOSEPH, High Swinton, Yorks, Farmer May 1 Vallance & Vallance, Essex st, Strand

KESTISH, ROSA JANE, Carmarthen March 31 Browne, Carmarthen

LABY, JAMES, Granville pk, Blackheath, Fish Salesman April 15 Coburn, Leadenhall st

LEIGHTON, Rt Hon FREDERICK BARON, Stretton, Salop, PRA May 1 Palmer & Co, Trafalgar sq

LESLIE, EMMA, Newton Abbot, Devon April 14 Baker & Co, Newton Abbot

MACDONALD, ANNE ELIZA, Windsor, Berks April 16 E J & G J Braikenridge, Bartlett's bldgs

MARSH, CHARLES HENRY GRINDON, Church path, Hornsey April 11 Calley, Old Serjeants' inn

MATTHEWS, WILLIAM, Penzance, Cornwall, Gent March 31 Trythall & Bodilly, Penzance

MAY, WILLIAM COSTALL, Lansdowne pl, Guildford, Surgeon May 1 Holder & Co, Verulam bldgs, Gray's inn

MEARS, CLEMENT, Burton on Trent, Solicitor April 25 Mears & Skinner, Burton on Trent

MURPHY, JANE, Wigan March 31 Wilson, Wigan

PHILLIPS, ELLEN, Portsea, Hants, Grocer April 9 Bolitho, Portsea

PHILLIPS, HENRY, Portsea, Hants, Grocer April 9 Bolitho, Portsea

PILKINGTON, MATTHEW, Chorley, Lancs, Grocer April 4 Morris, Chorley

PILKINGTON, RACHAEL, Chorley, Lancs April 4 Morris, Chorley

PRATT, FREDERICK JOHN DELLVILLE, Estate Agent, Portsea, Southampton April 25 Rutledge & Redding, Southsea

RICHARDS, CHARLES CHRISTOPHER, Brighton rd, South Croydon, Gent April 30 Hyde & Co, Ely pl, Holborn

RUSSELL, GEORGE ALEXANDER, Albany st, Regent's pk, Licensed Victualler April 15 Riddell & Co, John st, Bedford row

SARGENT, JAMES, Birmingham, Builder April 13 Tyndall & Co, Birmingham

SIMPSON, Rev WILLIAM BRIDGEMAN, Nottingham May 11 Jones & Wells, East Retford

SPILLER, CHARLES, Exeter, Innkeeper April 10 Jerman & Thomas, Exeter

STADDON, MARY, Brampford Speke, Devon April 10 Jerman & Thomas, Exeter

STANHOPE, Rev CHARLES WILLIAM SPENCER, Crowton House, nr Northwich April 13 A & J E Fletcher, Northwich

STEVENS, RICHARD, East Grinstead April 24 Pearless & Sons, East Grinstead

SWITHENBANK, MIDGLEY, Morecambe, Lancs, Gent April 15 Freeman, Bradford

TWEDDELL, RALPH HART, Meopham court, nr Gravesend May 20 Tassell & Son, Faversham

VELLENTIN, JOHN, Park Hill rise, Croydon April 30 Hughes & Masterman, New Broad street

VAUGHAN, JOHN, Lily terrace, Hammersmith rd April 10 E & J Mote, South sq, Gray's inn

WILKINSON, ROBERT, Middlesbrough, Yorks, Builder May 1 Robson, Middlesbrough

WINTERBURN, ALICE, Borgerhout, Belgium April 14 Lake, Runcorn

WITHERS, JAMES, Wootton St Lawrence, Hants, Gent April 11 Brown & Brown, Deal

WITTON, AGNES ANNE, Derby April 30 Powell, Derby

WOODWARD, CHARLES, Fairlawn grove, Chiswick April 18 Hensman & Co, Lincoln's inn fields

London Gazette.—TUESDAY, March 17.

ALEXANDER, ELIZABETH, Bayswater April 30 Irvine & Borrowman, Hart st, Mark lane

ARNOLD, CHARLES, Worthing April 17 Hughes & Son, Bedford st, Covent garden

BOOKER, JOHN, Redditch, Commercial Traveller April 21 Browning, Redditch

BROKENBROW, JAMES, Bristol, Fishmonger May 4 Tarr & Arkell, Bristol

BYRAM, JOSEPH, Huddersfield, Ironmonger April 17 Foster Brook, Huddersfield

CADDY, AGNES, Ulverston, Lancs April 18 Butler & Sons, Dalton in Furness

CARTER, MARY, Somerset April 17 Nalder, Shepton Mallet

COGSWELL, FREDERICK, Leytonstone April 30 Digby & Liddle, Circus pl, Finsbury circus

COTGREAVE, THOMAS RICHARDSON, Chester, Gent April 11 Barker & Rogerson, Chester

DAVIS, JANE YOUNG, Old Shirley, Southampton April 30 Emanuel, Southampton

DUCKE, ANNA, Fulda, Prussia April 15 Goldberg & Co, West st, Finsbury circus

EDGER, ROBERT PHILLIPSON, Hetton le Hole, Durham, Surgeon April 18 Mawson, Durham

EDMONDSON, THOMAS, Islington, Esq April 22 Voss, Bethnal Green rd

FELLOWS, The Hon JAMES ISRAEL, Saxon Hall, Palace Court, Bayswater April 21 Radcliffe & Co, Charing Cross

HATCH, The Rev HENRY JOHN, Little Linford, Bucks April 6 W B & W R Bull, Newport Pagnell

HALLIWELL, HENRY, Silkstone, York, Farmer April 18 Smith & Co, Sheffield

HULME, JAMES, Preston, Compositor April 14 Bramwell, Preston

HUTFIELD, SARAH, Spencer st, Clerkenwell April 20 Ruck, Craven st, Charing Cross

KIBBLE, CHARLES, Wedderburn rd, Hampstead April 30 Fladgate & Co, Craig's court, Charing Cross

MASTERS, CAROLINE, Somerset April 17 Nalder, Shepton Mallet

MELLERSH, THOMAS BRIAN, Godalming, Surrey, Solicitor April 1 Honey & Mellersh, St Swithin's ln

MORGAN, THOMAS, Trecynon, Aberdare, Cattle Dealer May 13 Linton & Kenshole, Aberdare

NORMAN, ELIZABETH, Seaton, Devon April 24 Sturge, Bristol

PARKINSON, MARY ANN, York, April 30 Wake & Sons, Sheffield

PITCAIRN, JAMES, Marlborough hill, St John's Wood, Gent April 13 Gale Crowdy, Chertsey, Surrey

POWELL, FREDERICK, Knaresbrough, Solicitor March 30 Powell & Co, Knaresbrough

PYATT, GEORGE YATES, Cromford rd, Wandsworth, Clerk April 17 Hughes & Sons, Bedford st, Covent Garden
RAFFAELLO, GIUSEPPE TONIETTI FU, Elba, Italy, Mining Engineer April 20 Harston, Bishopsgate st Within
RICHARDSON, SARAH, Clare, Suffolk March 31 Speed & Harvey, Nottingham
RICHES, JOHN, Walbrook, Solicitor May 1 Child & Norton, Sloane st
ROBERTS, RICHARD, Worcester, Gent April 30 Upfill Jagger, Birmingham
ROBINSON, JOHN, Bridlington, York, Surgeon April 13 Brigham, Bridlington Quay
ROBINSON, FREDERIC CHARLES BRYAN, Charlwood, Surrey April 20 Freeman & Co, Gutter lane
SHEPHERD, MARGARET, Milnrow, nr Rochdale April 28 Standring & Co, Rochdale
SMITH, REBECCA THEYRE, Brighton April 20 Laurence & Co, Furnival's inn
SOLOMON, SIDNEY HENRY, Ridgmount grdns, Gower st April 27 Myer, London Wall
STRETTON, RACHEL, Greenheys, Manchester April 11 Rowcliffes & Co, Manchester
TALBOT, CHARLES, Nottingham, Wood Turner April 4 Day, Nottingham
WHARTON, ROBERT, South Eston, York, Gardener March 31 Jackson & Jackson, Middlesbrough
WOODHEAD, RICHARD, Eccleshill, Yorks, Greengrocer June 1 Smith & Co, Sheffield

London Gazette.—FRIDAY, March 20.

ALLEN, SUSAN BUNBURY, Clifton, Bristol May 5 O'Donoghue & Anson, Bristol
ASHWORTH, ELIZABETH, Birkdale, Southport April 30 Butcher & Barton, Bury
BAILEY, MARY ANN, Macclesfield, Chester May 2 Hand, Macclesfield
BAINES, MARGARET, Chatburn, Lancs, Innkeeper April 21 E & B Haworth, West Blackburn
BARNBY, Sir JOSEPH, St George's sq, Belgravia April 24 Morgans & Harrison, Old Jewry
BAYNE, PETER, Upper Norwood, Surrey, Esq April 20 Rickards & Co, Crown court, Old Broad st
BRADBURN, EDWARD, Longsight, Manchester March 31 Jackson & Newton, Manchester
CASTLEDEN, SARAH ANN, Bancroft rd, Mile End Carpenter & Sons, Laurence Pountney lane
CONSTABLE, JOHN CLARINGBOULD, Caple, Kent, Farmer April 30 Watts & Watts, Folkestone
COOCH, ANNE FRANCES, Newport Pagnell, Bucks April 8 W B & W R Bull, Newport Pagnell
DAVIES, MARY, Ynysybwl, nr Pontypridd May 2 Thomas, Aberdare
DAY, OLIVIA, Lee, Kent April 19 Moore & Davies, New sq, Lincoln's inn
DEAN, MICHAEL, Shipley, Sussex April 25 Coole, Horsham
GOSSETT, MRS AUGUSTA, South Kensington April 11 Dimond & Son, Wimpole st
GREGORY, ESTHER, Southport April 29 Higson & Son, Manchester
HALLIDAY, HAROLD, Regent's Park April 16 Cartwright & Cunningham, Paternoster sq
HAMLYN, SNOWDEN THOMAS, Kensington, Stockjobber April 17 Herbert Smith, Colemans st
HAMMOND, GEORGE, Wisborough Green, Sussex, Yeoman April 25 Coole, Horsham
HAWKES, RICHARD JOSEPH, Leamington Spa, Warwick, Farmer March 31 Blake, Leamington
HEATH, FREDERICK OLIVER, West Norwood, Surrey, Stockbroker April 25 Collens, Gresham bldgs
HERRING, ANN, Neasham, nr Darlington April 30 Faber & Co, Stockton on Tees
HEWITT, JOHN HALL, Clifton Villas, Tunbridge Wells April 30 Cripps & Son, Tunbridge Wells
HILTON, GEORGE, Hurst, nr Ashton under Lyne, Hat Manufacturer May 2 Whitworth, Ashton under Lyne
JACKSON, CHRISTOPHER, Church rd, Acton, Chemist April 16 Armstrong, Fenchurch st
JACOBS, LAURENCE, Gordon st, Gordon sq, Gent May 1 Davis, New Broad st
JENKINS, HESTER MASKELYNE, Penarth, Glam April 23 Grover & Grover, Cardiff
JOY, THOMAS, Roundway Park, Wilts, Gardener May 1 Delmé Radcliffe, Devizes
LEWTON, ORLANDO, Edgbaston, Birmingham April 8 Pearson, Birmingham
MCWHINNIE, HARRIETT, Streatham Common, Surrey April 29 Higson & Son, Manchester
MENZIES, STUART ALEXANDER, Wood Hall, nr Howden, Yorks, Esq, Major Dees & Thompson, Newcastle upon Tyne
MOORE, ANDREW SCOTT, Beulah Freshfield, nr Liverpool April 27 Shakespeare & Co, Liverpool
MOY, CAROLINE LOUISA, Farringdon rd April 14 Cowdell, King's Cross rd
NEAL, FREDERICK, Folkestone, Clerk April 30 Watts & Watts, Folkestone
PARKIN, AUGUSTA JANE, Orsett terrace, Hyde Pk April 15 Crosse & Sons, Lancaster pl, Strand
RAE, MARGARET, Liverpool April 17 Nield, Liverpool
RAW, HUGH JOHN, Gainford, Durham, Farmer April 20 Yeoman & Waldy, Darlington
SMITH, GEORGE MENCE, Cavendish rd, Clapham Pk, Surrey June 24 Russell & Co, Old Jewry chmbrs
SMITH, THOMAS, Sparkbrook, Birmingham, Gent May 1 Wright & Marshall, Birmingham
TATHAM, ROBERT GORDON, East India Dock rd, Poplar, Surgeon May 1 Baker & Nairne, Crosby sq
THOMAS, WILLIAM, Swansea, Builder May 1 Collins & Woods, Swansea
AULDJO, WILHELMINA GEORGINA STUART, Rutland gate, Hyde pk April 27 Robinson & Stannard, Eastcheap
WADE, RACHEL SUSANNA, Gt Dunmow, Essex April 16 Wade & Co, Dunmow
WHITING, JOHN, Stroud, Gloucester, Gent April 17 Davis, Stroud
WOODCOCK, ROBERT, Albion rd, Stoke Newington, Gent April 21 Watson, Finsbury pavement

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 20.

RECEIVING ORDERS.

AMOS, SAMUEL, Cadoxton juxta Barry, Glam, Haulier Cardiff Pet March 17 Ord March 17
ATKINSON, JOSEPH, Crayke, Yorks, Farmer York Pet March 16 Ord March 16
BIANCHI, HENRI, Birmingham, Manufacturer Birmingham Pet Feb 17 Ord March 17
BORTON, ALFRED, Uxbridge, Plumber Windsor Pet March 14 Ord March 14
BOWMAN, GEORGE, Amhurst rd, Hackney, Bootmaker High Court Pet March 16 Ord March 16
BRADLEY, FRED, Eccleshill, Yorks Bradford Pet March 16 Ord March 16
BROWN, GEORGE, Wolstanton, Staffs, Licensed Victualler Hanley Pet March 16 Ord March 16
CLARKE, RICHARD, Booths Mill, Cheshire, Corn Miller Macclesfield Pet March 10 Ord March 16
COULBURN, JOHN FLETCHER, Westhoughton, Lancs Bolton Pet March 16 Ord March 16
CURTIS & Co, Banbury, Oxfords, Grocers Banbury Pet March 7 Ord March 16
DE BUSSY, GUSTAVE HULLER, Bookhampton Poole Pet Feb 28 Ord March 16
DRURY, FREDERICK BOUSFIELD, Banbury, Oxfords, Licensed Victualler Banbury Pet March 17 Ord March 17
EVANS, EVAN, Aberdare, Glam, Colliery Cashier Aberdare Pet March 18 Ord March 18
FYOLKES, GEOFFREY C H, Maidstone, Kent Maidstone Pet March 4 Ord March 18
FODDY, WILLIAM, Balsall Heath, Worcesters, Butcher Birmingham Pet March 18 Ord March 18
GILL, WILLIAM, Bromley, Kent, Carpenter Croydon Pet March 17 Ord March 17
GILLETT, GEORGE, Etchingham, Sussex, Farmer Tunbridge Wells Pet March 16 Ord March 16
HAMMETT, EDWARD, Dodbrooke, Devon, Painter Plymouth Pet March 16 Ord March 16
HINTON, SAMUEL JOSEPH, Lower Barton st, Gloucester, Grocer Gloucester Pet March 18 Ord March 18
HUNT, ALFRED, Maidstone, Kent, Commercial Traveller Maidstone Pet March 17 Ord March 17
JAMES, WILLIAM HENRY, Beaminster, Dorset, Saddler Dorchester Pet March 16 Ord March 16
JONES, EDWARD, Wolverhampton, Plumber Wolverhampton Pet March 17 Ord March 17
JONES, HENRY, Greenhithe, Kent, Farmer Rochester Pet March 2 Ord March 16
JONES, JAMES, Birmingham, Marine Store Dealer Birmingham Pet March 18 Ord March 18
KENDALL, CHARLES AIREY, Hove, Sussex, Schoolmaster Brighton Pet March 14 Ord March 14
LACEY, JOHN, Eastleigh, Hants, Furniture Dealer Southamptom Pet Feb 27 Ord March 16
LEE, MARK, jnr, Saville Town, Yorks, Commission Agent Dewsbury Pet March 18 Ord March 18
LIDDLE, EDWIN PERCY, Blyth, Northumberland, Clothier Newcastle on Tyne Pet March 16 Ord March 16
LINES, JAMES, Leicester, Licensed Victualler Leicester Pet March 16 Ord March 16
LLOYD, HENRY, Old st, St Luke's, Millmaker High Court Pet March 16 Ord March 16
MANNERS, CALEB, Blackland, Calne, Wilts, Farmer Swindon Pet March 18 Ord March 18
MANNINGS, ARTHUR, Drayton, nr Chichester, Dairyman Brighton Pet March 16 Ord March 16
MARTIN, THOMAS, Maidenhead, Berks, Master Builder Windsor Pet March 6 Ord March 16
MCCULLOCH, WILLIAM LIONEL BREASHUR, Croydon Croydon Pet March 16 Ord March 16
MEALING, GEORGE JOHN, Mountain Ash, Glam, Hairdresser Aberdare Pet March 18 Ord March 18
MILLER, THOMAS DAVID, Newcastle under Lyme, Merchant Tailor Hanley Pet March 16 Ord March 16
MOORE, ANTHONY JOHN, Martin's lane, Accountant High Court Pet Feb 29 Ord March 18
MOULDER, ELIJAH, Birmingham, Baker Birmingham Pet March 18 Ord March 18
NIBLETT, ALBERT SAMUEL WOOD, Cheltenham, Glos, Schoolmaster Birmingham Pet March 16 Ord March 16
PATTEN, H, Sydenham, Kent Greenwich Pet Feb 19 Ord March 10
PUGH, ELISHA DANIEL, Bishop's Castle, Salop, Licensed Victualler Leominster Pet March 16 Ord March 16
REYNOLDS, HENRY, Manchester, Baker Manchester Pet March 17 Ord March 17
ROSEBLADE, JOHN TREBLE, Nottingham, Traveller Nottingham Pet March 17 Ord March 17
ROSER, WILLIAM, Portslade, Sussex Brighton Pet March 16 Ord March 16
SAJUK, JAMES, Penarth, Grocer Cardiff Pet March 14 Ord March 14
SIMMS, ROBERT, Hulme, Manchester, Greengrocer Manchester Pet March 18 Ord March 18
SPENCER, HANNAH RILEY, Rochdale, General Dealer Rochdale Pet March 17 Ord March 17
SWANWICK, GEORGE EDWARD, Nottingham, Commission Agent Nottingham Pet March 16 Ord March 16
TOMBS, CHARLOTTE MARY, Red Cross st, Frilling Manufacturer High Court Pet March 18 Ord March 18
TOMLIN, THOMAS PHILIP, Snodland, Kent, Builder Maidstone Pet March 17 Ord March 17
TOBE, ALFRED, Liverpool, Butcher Liverpool Pet Feb 28 Ord March 18
TUCK, AUSTIN THURLIN, Lincoln, Boot Dealer Lincoln Pet March 6 Ord March 18
TWISS, JOSEPH GLEAVE, Wem, Salop, Farmer Shrewsbury Pet Feb 4 Ord March 14
WALKER, FREDERICK, Gt Grimsby, Builder Gt Grimsby Pet March 16 Ord March 16
WELLS, JOHN CHARLES, Aldershot, Bricklayer Guildford Pet March 18 Ord March 18
WILSON, CHARLES AMBLER, Halifax, Music Dealer Halifax Pet March 16 Ord March 16
WIRTH, ALBERT EDWARD, Gt Suffolk st, Borough, Pork Butcher High Court Pet March 16 Ord March 16
WRAY, JOHN, Kingston upon Hull, Salesman Kingston upon Hull Pet March 18 Ord March 18
WRIGHT, FREDERICK AUGUSTUS, Oldham, Hay Dealer Oldham Pet March 17 Ord March 17

Amended notice substituted for that published in the London Gazette of March 10:

COLE, ARTHUR DANIEL, Burnham on Crouch, Essex, Draper Chelmsford Pet March 5 Ord March 5

ORDER RESCINDING RECEIVING ORDER.

PALMER, JOSEPH GLENNY, Great Portland st, Cabinetmaker High Court Rec Ord Feb 12, 1896 Resc March 18

FIRST MEETINGS.

ATKINSON, JOSEPH, Crayke, Yorks, Farmer March 30 at 2.30 Off Rec, 28, Stonegate, York
ATKINSON, ROBERT, Leeds, Fruiterer March 27 at 11 Off Rec, 29, Park row, Leeds
BARKER, FREDERICK WILLIAM, Stoke Holy Cross, Norfolk, General Shop Keeper March 28 at 11.30 Off Rec, 8, King st, Norwich
BATCHELOR, CHARLES, Little New st, Coffee House Keeper March 27 at 11 Bankruptcy bldgs, Carey st
BIRCHALL, JOHN, Rainhill, Lancs, Stockbroker March 31 at 12 Off Rec, 35, Victoria st, Liverpool
BRADLEY, FRED, Eccleshill, Yorks March 30 at 11 Off Rec, 31, Manor row, Bradford
BROWNE, JAMES LOXHAM, Hampstead, Artist March 31 at 12 Bankruptcy bldgs, Carey st
BUTCHER, HERBERT, Cheriton, Alresford, Baker April 1 at 3 Off Rec, 4, East st, Southampton
COULBURN, JOHN FLETCHER, Westhoughton, Lancs March 30 at 3 16, Wood st, Bolton
DE CONTAZZI, JAMES, Blagrove rd, North Kensington March 27 at 12 Bankruptcy bldgs, Carey st
DEMPSEY, MARTIN, Gateshead, Durham, Marine Store Dealer April 8 at 11.30 30, Mosley st, Newcastle on Tyne
DESMOND, PATRICK, Cheetham, Lancs, Butter Dealer March 27 at 3 Ogden's chmbrs, Bridge st, Manchester
DUNCAN, ADAM SEYMOUR DICKSON, Pall Mall, Gent March 27 at 2.30 Bankruptcy bldgs, Carey st
FRID, RICHARD, Sheerness, Kent, Greengrocer April 20 at 12.15 Off Rec, 115, High st, Rochester
HILL, JOHN FRANCIS, Sittingbourne, Kent, Licensed Victualler April 20 at 12 Off Rec, 115, High st, Rochester
HIRST, R, & SON, Pontefract, Tailors March 27 at 11 Off Rec, 6, Bond terr, Wakefield
HUNT, ALFRED, Maidstone, Kent, Commercial Traveller April 10 at 10.30 Off Rec, 9, King st, Maidstone
HUNT, WILLIAM HENRY, Morley, Derby, Farmer Mar 27 at 2.30 Off Rec, 40, St Mary's gt, Derby
ILES, SAMUEL, Cardiff, Grocer March 31 at 11 Off Rec, 29, Queen st, Cardiff
JONES, HENRY, Greenhithe, Kent, Farmer April 20 at 11 Off Rec, 115, High st, Rochester
LACEY, JOHN, Eastleigh, Hants, Furniture Dealer April 1 at 3.30 Off Rec, 4, East st, Southampton
MANSFIELD, CHARLES, Plymouth, Printer March 28 at 11 Bankruptcy bldgs, 33, Carey st
MORGAN, DANIEL, Treharris, Glam, Draper March 27 at 3 65, High st, Merthyr Tydfil
MOSELEY, FREDERICK WINTERSGILL, Bradford, Yorks, Architect's Assistant April 13 at 12 29, Lowther st, Carlisle
NEWPORT, WILLIAM ROBERT, Hillingdon East, Corn Merchant March 30 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
OSBORNE, SAMUEL EDWIN, Norwich, Clerk March 28 at 12 Off Rec, 8, King st, Norwich
PAYNE, CHARLES HENRY, Cardington, Beds March 27 at 12 Off Rec, 8c Paul's sq, Bedford

RICHARDS, DANIEL, Devonport, Timber Merchant March 31 at 10 10, Athenæum ter, Plymouth
EVAN, WILLIAM JOSEPH, Hoxton, Physician March 27 at 12 Bankruptcy bldgs, Carey st
SCHOLLITT, REBY, Scarborough, Carriage Driver March 27 at 11.30 Off Rec, 74, Newborough st, Scarborough
STACKHOUSE, WILLIAM, Burnley, Lancs, Milliner April 2 at 1 Exchange Hotel, Nicholas st, Burnley
STOW, WILLIAM, Beckenham, Butcher March 30 at 12.30 24, Railway app, London Bridge
THOMAS, ANTHONY TREGERTHAN, Pontypridd, Painter March 30 at 12 65, High st, Merthyr Tydfil
THRUPP, JAMES, Pontypool, Mon, Clerk March 27 at 11 Off Rec, Gloucester Bank chmbrs, Newport, Mon
TOMBS, CHARLOTTE MARY, Red Cross st, Frilling Manufacturer March 27 at 2.30 Bankruptcy bldgs, Carey street
TOMLIN, THOMAS PHILIP, Snodland, Kent, Builder April 10 at 10 Off Rec, 9, King st, Maidstone
TRIBE, HENRY, Llangoven, Mon, Farmer March 27 at 11.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
TWISE, JOSEPH GLEAVE, Wem, Salop, Farmer March 28 at 11 Off Rec, Shrewsbury
WARNE, FRANK ALBERT, Cardiff, Poultry Seller March 31 at 11.30 Off Rec, 29, Queen st, Cardiff
WATSON, SYDENHAM JOHN CURRY, Thurlow Pk rd, Dulwich, Estate Agent March 30 at 11 Bankruptcy bldgs, Carey st
WATTS, WALTER WILLIAM GEORGE, Leamington rd villas, Bayswater March 27 at 11 Bankruptcy bldgs, Carey street
WILKINS, MARY, Helmdon, Northampton March 31 at 12 Bankruptcy Office, Oxford
WILSON, FRANK, Bradford, Yorks, Slater March 27 at 11 Off Rec, 31, Manor row, Bradford
WILSON, CHARLES AMBLER, Halifax, Music Dealer March 30 at 11 Off Rec, Townhall chmbrs, Halifax
YOUNGSON, THOMAS, Marton cum Grafton, Yorks, Joiner March 30 at 12.30 Off Rec, 28, Stonegate, York

ADJUDICATIONS.

ADDA, SAMUEL, Cadoxton juxta Barry, Glam, Haulier Cardiff Pet March 17 Ord March 17
ATKINSON, JOSEPH, Crayke, Yorks, Farmer York Pet March 16 Ord March 16
BARNES, BEATRICE MARY, Falcon rd, Clapham Junction, Printer Wandsworth Pet Feb 27 Ord March 18
BOWMAN, GEORGE, Amhurst rd, Hackney, Bootmaker High Court Pet March 16 Ord March 16
BRADLEY, FRED, Eccleshill, York Bradford Pet March 16 Ord March 16
CLARKE, RICHARD, Booths Mill, Cheshire, Corn Miller Macclesfield Pet March 10 Ord March 18
COLE, ARTHUR DANIEL, Burnham on Crouch, Essex, Draper Chelmsford Pet March 4 Ord March 17
COULBURN, JOHN FLETCHER, Westhoughton, Lancs Bolton Pet March 16 Ord March 16
DA CORTAZZI, JAMES, Blagrove rd, Nth Kensington High Court Pet Feb 18 Ord March 14
DOBSON, WILLIAM GEORGE MOYSE, Lupton st, Kentish Town High Court Pet Feb 29 Ord March 14
ELLENBOGEN, REUBEN, Scrutton st, Finsbury, Cabinet Maker High Court Pet Feb 12 Ord March 14
EVANS, EVAN, Aberdare, Colliery Cashier Aberdare Pet March 18 Ord March 18
FLOWER, FREDERICK ERNEST, Bristol, Licensed Victualler Bristol Pet March 3 Ord March 16
FRANCIS, ARTHUR, Croydon, Wood Broker Croydon Pet Feb 18 Ord March 14
FRANCE, ROBERT, Shrewsbury, Painter Shrewsbury Pet March 6 Ord March 17
GARRITT, AUSTIN, Wordsworth rd, Penge Croydon Pet Feb 10 Ord March 14
GILL, WILLIAM, Bromley, Carpenter Croydon Pet March 17 Ord March 17
GODDARD, WALTER, Luton, Straw Hat Manufacturer Luton Pet March 9 Ord March 18
HAMMETT, EDWARD, Dodbrooke, Devons, Painter Plymouth Pet March 14 Ord March 16
HINTON, SAMUEL JOSEPH, Gloucester, Grocer Gloucester Pet March 18 Ord March 18
HOWELL, W, Glasshouse st, Regent st High Court Pet Jan 29 Ord March 14
HOYES, JOHN, Rochdale, Corn Dealer Rochdale Pet Feb 11 Ord March 18
HUNT, ALFRED, Maidstone, Kent, Commercial Traveller Maidstone Pet March 17 Ord March 17
JAMES, WILLIAM HENRY, Beaminster, Dorset, Saddler Dorchester Pet March 16 Ord March 15
JENKINS, RICHARD COOK, Uplands, Swansea, Tinplate Manufacturer Swansea Pet Feb 8 Ord March 15
JONES, EDWARD, Wolverhampton, Plumber Wolverhampton Pet March 17 Ord March 17
LEE, MARK, jun, Savile Town, Yorks, Commission Agent Dewsbury Pet March 18 Ord March 18
LIDDLE, EDWIN PERCY, Blyth, Northumbrid, Clothier Newcastle on Tyne Pet March 16 Ord March 16
LLOYD, HENRY, Old st, St Luke's, Millmaker High Court Pet March 16 Ord March 16
LOUIS, REGINALD SIDNEY, Portobello rd, Notting hill, Clothier High Court Pet Feb 25 Ord March 18
MANNERS, CALEB, Blackland, Calne, Wilts, Farmer Swindon Pet March 18 Ord March 18
MARKS, HENRY, St Helen's pl High Court Pet Dec 19 Ord March 16
MCNEFF, GEORGE, Boston pl, Dorset sq, Licensed Victualler High Court Pet Feb 1 Ord March 18
MEALING, GEORGE JOHN, Mountain Ash, Glam, Hairdresser Aberdare Pet March 18 Ord March 18
MILLER, ERNEST WILLIAM, Hockley Heath, nr Birmingham Farmer Birmingham Pet March 16 Ord March 16
MILLER, THOMAS DAVID, Newcastle under Lyme, Merchant Tailor Hanley Pet March 16 Ord March 16
MORRISON, CHARLES FRANK, Newington Butts High Court Pet Jan 4 Ord March 16
MOSELEY, FREDERICK WINTERSOILL, Carlisle, Architect's Assistant Carlisle Pet Feb 11 Ord March 16
NAYLOR, WALTER NORTHCOTE, New Cross rd, Surrey, Electrician High Court Pet Feb 7 Ord March 18
PECK, WILLIAM, Packington st, Islington, Shopfitter High Court Pet March 14 Ord March 14
PUGH, ELISHA DANIEL, Bishop's Castle, Salop, Licensed Victualler Leominster Pet March 16 Ord March 16
RANSOM, GEORGE EDWARD, Hastings, Hawker Hastings Pet March 10 Ord March 16
REYNOLDS, HENRY, Manchester, Baker Manchester Pet March 17 Ord March 17
ROSEBLADE, JOHN TREBLE, Nottingham, Traveller Nottingham Pet March 17 Ord March 17
ROSER, WILLIAM, Portslade, Sussex, Trainer Brighton Pet March 14 Ord March 17
SHAW, HARRY PERCY, Shrewsbury, Naturalist Shrewsbury Pet March 12 Ord March 17
SIMMS, ROBERT, Hulme, Manchester, Greengrocer Manchester Pet March 18 Ord March 18
SIMPSON, ELIZABETH, Manchester, Milliner Manchester Pet Feb 15 Ord March 18
SPENCER, HANNAH RILEY, Rochdale, General Dealer Rochdale Pet March 16 Ord March 17
SWANWICK, GEORGE EDWARD, jun, Nottingham, Commission Agent Nottingham Pet March 16 Ord March 16
THOMAS, EDWARD, Heaton, Newcastle on Tyne, Draughtsman Newcastle on Tyne Pet Feb 11 Ord March 12
TOMLIN, THOMAS PHILIP, Snodland, Kent, Builder Maidstone Pet March 16 Ord March 17
TOTHILL, ELEANORA, Newport, Mon, Innkeeper Newport, Mon Pet Feb 24 Ord March 16
WALKER, FREDERICK, Gt Grimsby, Builder Gt Grimsby Pet March 16 Ord March 16
WATSON, SYDENHAM JOHN CURRY, Thurlow Pk rd, Dulwich, Estate Agent High Court Pet Feb 7 Ord March 16
WATTS, WALTER WILLIAM GEORGE, Leamington rd villas, Bayswater High Court Pet Feb 12 Ord March 18
WELLS, JOHN CHARLES, Aldershot, Bricklayer Guildford Pet March 18 Ord March 18
WESTWOOD, BENJAMIN WILLIAM, and FREDERICK WESTWOOD, Birmingham, Jewellers Birmingham Pet Feb 26 Ord March 16
WILLIAMS, HENRY, Tonypandy, Glam, Provision Dealer Pontypridd Pet March 11 Ord March 14
WILSON, CHARLES AMBLER, Halifax, Music Dealer Pontypridd Pet March 16 Ord March 16
WIRTH, ALBERT EDWARD, Gt Suffolk st, Borough, Pork Butcher High Court Pet March 16 Ord March 16
WRAY, JOHN, Kingston upon Hull, Salesman Kingston upon Hull Pet March 16 Ord March 18
WRIGHT, FREDERICK AUGUSTUS, Oldham, Lancs, Hay Dealer Oldham Pet March 17 Ord March 17

London Gazette.—TUESDAY, March 24.

RECEIVING ORDERS.

BARKER, AGABUS RAINER, West Hartlepool Sunderland Pet March 20 Ord March 20
BARLOW, ARTHUR, Cheetham, Manchester, Plumber Manchester Pet March 19 Ord March 19
BIRNIE, JAMES SNEDDON, Newcastle on Tyne, Compositor Newcastle on Tyne Pet March 21 Ord March 21
BOXELL, EDWIN GEORGE, Hove, Tobacconist Brighton Pet March 21 Ord March 21
BOYLE, EDWARD, Sunderland, Leather Merchant Sunderland Pet March 18 Ord March 18
CHAPMAN, CORDELIA HELEN, Truro, Tobacconist Truro Pet March 20 Ord March 20
DOBBS, GEORGE, Gloucester st, Theobald's rd, Furniture Dealer High Court Pet March 20 Ord March 20
DURRANT, CHARLES GEORGE, Hindley, nr Wigan Wigan Pet March 3 Ord March 19
ELLIS, MARY ELIZABETH, Folkestone, Lodging house Keeper Canterbury Pet March 21 Ord March 21
FISHER, JAMES, Newgate st, Licensed Victualler High Court Pet Feb 21 Ord March 20
GLUYAS, JULIETTA, Helston, Cornwall, Saddler Truro Pet March 19 Ord March 19
GREEN, GEORGE, Northampton, Bricklayer Northampton Pet March 18 Ord March 18
GREENWELL, HAROLD STAPYLTON, Leadenhall st High Court Pet Feb 22 Ord March 20
HARKER, JAMES, and ROBERT HIRD HARKER, Gt Bookham, Surrey, Farmers Croydon Pet March 21 Ord March 21
HARTWELL, WILLIAM, Chipping Campden, Glos, Grocer Banbury Pet March 19 Ord March 19
HENSON, THOMAS WILLIAM, Nottingham, Oyster Dealer Nottingham Pet March 21 Ord March 21
HOAD, THOMAS, sen, Bevington rd, Nrth Kensington, Plumber High Court Pet March 21 Ord March 21
HOLLETT, THOMAS, Kennford, Devonshire, Baker Exeter Pet March 20 Ord March 20
HOWL, FRANK, Birmingham, Commission Agent Birmingham Pet March 6 Ord March 20
HUGHES, GORDON S, Captain High Court Pet Feb 19 Ord March 20
JONES, JOHN, Ruthin, Draper Wrexham Pet March 19 Ord March 19
LAITY, WILLIAM, Chyrease, Breage, Cornwall, Farmer Truro Pet March 19 Ord March 19
LEWIS, MORGAN, Ammanford, Carmarthenshire, Farm Labourer Carmarthen Pet March 16 Ord March 16
LINDSEY, GEORGE, Wood st, Walthamstow, Draper High Court Pet March 19 Ord March 19
MANN, JOHN, Stockport, Grocer Stockport Pet March 19 Ord March 19
MARSHALL, GEORGE CLIPSHAM, Lincoln, Tailor Lincoln Pet March 19 Ord March 19
MARTIN, WILLIAM HENRY POWELL, Truro, Merchant Truro Pet Feb 22 Ord March 20
MEYER, SPAULL, & SCHLENGEMAN, St Mary axe, Chemical Merchants High Court Pet Feb 28 Ord March 18
MYERS, ALFRED EMANUEL, Leeds, Slipper Manufacturer Leeds Pet March 20 Ord March 20
NEWING, JAMES, Littlebourne, Kent, Licensed Victualler Canterbury Pet March 12 Ord March 21
REED, ALFRED, and GEORGE WILLIAM REED, Stratford, Builders High Court Pet March 21 Ord March 21
ROBINSON, FRANCIS, Earl's Court, Auctioneer High Court Pet Dec 11 Ord March 19
SANDERS, CHARLES, Stonehouse, Devon, Grocer Plymouth Pet March 19 Ord March 19
SOMERS, THOMAS, Burton on Trent, Innkeeper Burton on Trent Pet Jan 14 Ord March 18
THOMAS, WILLIAM, Merthyr Tydfil, Draper Merthyr Tydfil Pet March 14 Ord March 18
TRACE, JOSEPH, Tredegar, Collier Tredegar Pet March 19 Ord March 19
TUCKER, MARWOOD, Chelsea, Barrister High Court Pet Jan 13 Ord March 19
WARDMAN, WILLIAM, Wakefield, Fruiterer Wakefield Pet March 17 Ord March 17
WHITEHOUSE, EDWARD, Edgbaston, Coal Merchant Birmingham Pet Jan 20 Ord March 20
YORWORTH, DAVID, Wick, Glam, Farmer Cardiff Pet March 4 Ord March 17
YOUNG, F, & Co, Bermondsey, Manufacturing Confectioners High Court Pet March 6 Ord March 19
Amended notice substituted for that published in the London Gazette of March 20:
ROSEBLADE, JOHN TREBLE, Nottingham, Corn Merchant Nottingham Pet March 17 Ord March 17

RECEIVING ORDER DISCHARGED.

TIDSWELL, GEORGE HALLIDAY, Southport, Confectioner Liverpool Rec Ord Jan 30, 1896 Disch March 20

FIRST MEETINGS.

BACKHOUSE, ANNIE, Wistow, nr Selby, Yorks March 31 at 2.30 Bankruptcy bldgs, Carey st
BAILEY, FREDERICK THOMAS, Pontypridd, Watchmaker March 31 at 3 65, High st, Merthyr Tydfil
BARNES, BEATRICE MARY, Falcon rd, Clapham Junction, Printer March 31 at 11.30 24, Railway app, London Bridge
BISHOP, WILLIAM ORLANDO, Rulwell, Notts, Confectioner April 1 at 12 Off Rec, St Peter's Church walk, Nottingham
BLACKIE, ALFRED, Palace rd, Gent April 2 at 11.30 24, Railway app, London Bridge
BRINDLEY, GEORGE, Burslem, Staffs, Timber Merchant April 1 at 12 North Stafford Hotel, Stoke upon Trent
BROWN, GEORGE, Wolstanton, Staffs, Licensed Victualler March 31 at 11.30 Off Rec, Newcastle under Lyme
CHAPMAN, CORDELIA HELEN, Truro, Tobacconist April 2 at 2 Off Rec, Boscawen st, Truro
CLARKE, GEORGE EDMUND, Somerby, Leicester, Horse Dealer March 31 at 3 Off Rec, 1, Berridge st, Leicester
COLE, ARTHUR DANIEL, Burnham on Crouch, Essex, Draper April 1 at 12 30 Shirehall, Chelmsford
DOWSON, HUGH GEORGE, Egglestone Abbey, Yorks, Cattle Salesman April 8 at 3 Off Rec, 8, Albert rd, Middlesborough
DURRANT, CHARLES GEORGE, Hindley, nr Wigan April 1 at 2.30 Court House, King st, Wigan
EDWARDS, J C, Burgh, Lincs April 9 at 12 Off Rec, 48, High st, Boston
FIELD, JOHN EDWIN, Edgbaston, Cabinet Maker April 2 at 11 23, Colmore row, Birmingham
FIELD, LORENZO, Edgbaston, Cabinet Maker April 2 at 11 23, Colmore rd, Birmingham
GARRITT, AUSTIN, Wordsworth rd, Penge April 2 at 12.30 24, Railway app, London Bridge
GILL, WILLIAM, Bromley, Kent, Carpenter April 1 at 12.30 24, Railway app, London Bridge
GLUYAS, JULIETTA, Helston, Cornwall, Saddler April 2 at 12 Off Rec, Boscawen st, Truro
HALL, JOHN, Wildmore, Lincs, Innkeeper April 14 at 12.30 Off Rec, 31, Silver st, Lincoln
HANKE, THOMAS H, Charing Cross rd, Gent April 1 at 2 30 Bankruptcy bldgs, Carey st
HARNAMAN, JOSEPH THOMAS, Birmingham, Drysalter April 1 at 11 23, Colmore row, Birmingham
HOGG, WILLIAM THOMAS, St Albans, Herts, Mechanical Engineer April 1 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
IDDISON, WILLIAM HOULDSWORTH, Withington, Lancs, Paper Merchant April 1 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
JEFFERIES, THOMAS CHARLES, Moseley, Commission Agent April 8 at 11 23, Colmore row, Birmingham
JONES, JOHN, Blaina, Mon, Grocer April 1 at 12 65, High st, Merthyr Tydfil
LAITY, WILLIAM, Breage, Cornwall, Farmer April 2 at 1 Off Rec, Boscawen st, Truro
LEE, MARK, jun, Savile Town, nr Dewsbury, Commission Agent March 31 at 2 Off Rec, Bank chmbrs, Batley
LEONARD, PATRICK MARCELLINUS, Kerrfield, nr Winchester, Judge April 10 at 12 Bankruptcy bldgs, Carey st
LLOYD, HENRY, Old st, St Luke's, Millmaker April 1 at 1 Bankruptcy bldgs, Carey st
LOUIS, REGINALD SIDNEY, Portobello rd, Notting Hill, Clothier April 1 at 12 Bankruptcy bldgs, Carey st
MARKS, HENRY, St Helen's pl April 1 at 11 Bankruptcy bldgs, Carey st
MEADOWCROFT, ROBERT, Kidsgrove, Staffs, Grocer March 31 at 11.30 Off Rec Offices, Newcastle under Lyme
MILNER, JOHN HENRY, Gainsborough April 14 at 12 Off Rec, 31, Silver st, Lincoln
PARKER, WILLIAM CROMPTON, Southport, Hotel Keeper April 1 at 12 Off Rec, 35, Victoria st, Liverpool
PECK, WILLIAM, Packington st, Islington, Shopfitter April 1 at 2.30 Bankruptcy bldgs, Carey st
PRIDHAM, WILLIAM FREDERICK, Earl's Court rd, Physician March 31 at 2.30 Bankruptcy bldgs, Carey st
PROTHEROE, CHARLES WILLIAM, Upper Richmond rd, Putney, Commercial Clerk April 1 at 11.30 24, Railway app, London Bridge
SIMMS, ROBERT, Hulme, Manchester, Greengrocer April 1 at 2.30 Ogden's chmbrs, Bridge st, Manchester
SLATER, THOMAS, Lostock, Gralam, Cheshire, Grocer April 14 at 2 Royal Hotel, Crewe
SMELT, ROBERT, Beverley, Yorks, Licensed Victualler March 31 at 11 Off Rec, Trinity House lane, Hull

SWANWICK, GEORGE EDWARD, Nottingham, Commission Agent April 1 at 11 Off Rec, St Peter's Church walk, Nottingham
TAIT, ROBERT, Aldershot, Sergeant March 31 at 12.30 24, Railway app, London Bridge
TAYLOR, EMMA JANE, Market Harborough, Leics April 9 at 3 Off Rec, 1, Berridge st, Leicester
THACKER, HERBERT BARRETT, Newbold Verdon, Leics, Draper March 31 at 12.30 Off Rec, 1, Berridge st, Leicester
TUCKER, MARWOOD, Carlyle mansions, Chelsea, Esq April 1 at 12 Bankruptcy bldgs, Carey st
WARDMAN, WILLIAM, Wakefield, Fruiterer March 31 at 11 Off Rec, 6, Bond terrace, Wakefield
WILLIAMS, EDWARD, Llanbradach, Glam, Draper April 1 at 11 65, High st, Merthyr Tydfil
WILLIAMS, HENRY, Tonypandy, Glam, Provision Dealer March 31 at 12 65, High st, Merthyr Tydfil
WILLIAMS, THOMAS ELSON, Haverfordwest, Licensed Victualler March 31 at 11.30 Off Rec, 4, Queen st, Carmarthen
WIRTH, ALBERT EDWARD, Gt Suffolk st, Pork Butcher April 1 at 11 Bankruptcy bldgs, Carey st
WORRALL, JOSEPH, Wolverton, Bucks, Builder April 1 at 12.30 County Court bldgs, Northampton

ADJUDICATIONS.

ASPINALL, EDWARD, Lightcliffe, nr Halifax, Draper Halifax Pet March 6 Ord March 21
BARKER, AGABUS RAINER, West Hartlepool Sunderland Pet March 20 Ord March 20
BARLOW, ARTHUR, Cheetham, Manchester, Plumber Manchester Pet March 19 Ord March 19
BIRNIE, JAMES SNEDDON, Newcastle on Tyne, Compositor Newcastle on Tyne Pet March 21 Ord March 21
BORTON, ALFRED, Chapel st, Uxbridge, Plumber Windsor Pet March 14 Ord March 19
BROWN, GEORGE, Wolstanton, Staffs, Licensed Victualler Hanley Pet March 16 Ord March 19
CHAPMAN, CORDELIA HELEN, Truro, Tobacconist Truro Pet March 19 Ord March 20
DUNCAN, ADAM SEYMOUR DICKSON, Pall Mall, Gent High Court Pet Feb 4 Ord March 21
ELLIS, MARY ELIZABETH, Folkestone, Lodging House Keeper Canterbury Pet March 21 Ord March 21
EWER, JOHN EDWARD, and GRAHAM CHANCELLOR, St Dunstan's hill, Wine Merchants High Court Pet Jan 23 Ord March 21
FODDY, WILLIAM, Balsall Heath, Worcester, Butcher Birmingham Pet March 18 Ord March 19
GLUYAS, JULIETTA, Helston, Cornwall, Saddler Truro Pet March 19 Ord March 19
GREEN, GEORGE, Northampton, Bricklayer Northampton Pet March 18 Ord March 18
HAINES, GEORGE JAMES, Faringdon, Berks, Solicitor Swindon Pet Jan 20 Ord March 20
HARTWELL, WILLIAM, Chipping Campden, Glos, Grocer Banbury Pet March 18 Ord March 19
HENSON, THOMAS WILLIAM, Nottingham, Oyster Dealer Nottingham Pet March 21 Ord March 21
HIRST, RICHARD, and HIRAM HIRST, Pontefract, Yorks, Tailors Wakefield Pet Jan 14 Ord March 19
HOAD, THOMAS, sen, Bevington rd, Nth Kensington, Plumber High Court Pet March 21 Ord March 21
HOLLETT, THOMAS, Kemsford, Devonshire, Baker Exeter Pet March 20 Ord March 20
JILKS, CHARLES, Annandale rd, Turnham Green, Credit Draper Brentford Pet Dec 23 Ord March 20
JONES, GEORGE, Dartmouth, Boot Manufacturer Plymouth Pet Feb 28 Ord March 21
JONES, HENRY, Greenhithe, Kent, Farmer Rochester Pet Feb 28 Ord March 19
KENDALL, CHARLES AISEY, Hove, Sussex, Schoolmaster Brighton Pet March 14 Ord March 19
LACEY, JOHN, Eastleigh, Hants, Furniture Dealer Southampton Pet Feb 26 Ord March 19
LAITY, WILLIAM, Breage, Cornwall, Farmer Truro Pet March 19 Ord March 19
LEWIS, MORGAN, Ammanford, Carmarthen, Farm Labourer Carmarthen Pet March 16 Ord March 16
MANN, JOHN, Stockport, Grocer Stockport Pet March 19 Ord March 19
MANNINGS, ARTHUR, Drayton, nr Chichester, Dairyman Brighton Pet March 16 Ord March 19
MARSHALL, GEORGE CLIPSHAM, Lincoln, Tailor Lincoln Pet March 19 Ord March 19
MILNES, TOMMY, Brighouse, Yorks, General Carrier Halifax Pet Feb 29 Ord March 18
MOORE, ANTHONY JOHN, Martin's lane, Accountant High Court Pet Feb 29 Ord March 20
MOULDER, ELIJAH, Birmingham, Baker Birmingham Pet March 18 Ord March 19
MYERS, ALFRED EMANUEL, Leeds, Slipper Manufacturer Leeds Pet March 20 Ord March 20
NIBLETT, ALBERT SAMUEL WOOD, Cheltenham, Glos, Schoolmaster Birmingham Pet March 16 Ord March 21
PAYNE, CHARLES HENRY, Cardington, Beds Bedford Pet Feb 25 Ord March 20
SANDERS, CHARLES, Stonehouse, Devon, Grocer Plymouth Pet March 18 Ord March 19
THOMAS, WILLIAM, Merthyr Tydfil, Draper Merthyr Tydfil Pet March 14 Ord March 18
TRACE, JOSEPH, Tredegar, Mon, Collier Tredegar Pet March 18 Ord March 19
TRIMNELL, THOMAS, Moorgate st, Solicitor High Court Pet Feb 4 Ord March 19
TUCKER, MARWOOD, Carlyle mansions, Chelsea, Barrister High Court Pet Jan 13 Ord March 20
WARDMAN, WILLIAM, Wakefield, Fruiterer Wakefield Pet March 17 Ord March 17
WILKINS, MARY, Helmdon, Northampton Banbury Pet March 2 Ord March 19

Amended notice substituted for that published in the London Gazette of March 20:

ROSEBLADE, JOHN TREBLE, Nottingham, Traveller Nottingham Pet March 17 Ord March 17

ADJUDICATION ANNULLED.

DONVILE, H. K., Valentia rd, Brixton, Gent High Court Adjud Nov 23, 1894 Annul March 21, 1896

SALE OF ENSUING WEEK.

April 2.—MESSRS. H. E. FOSTER & CRANFIELD, at the Mart, at 2, Reversions, Policies of Assurance, and also Shares in H. R. Baines & Co., and in the "Graphic" and the "Daily Graphic" Newspapers.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage*, 52s. WEEKLY REPORTER, *in wrapper*, 26s.; *by Post*, 28s. SOLICITORS' JOURNAL, 26s. 0d.; *by Post*, 28s. 0d. *Volumes bound at the office—cloth*, 2s. 9d., *half law calf*, 5s 6d.

SALES BY AUCTION FOR THE YEAR 1896.

MESSRS.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

beg to announce that their SALES of ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, March 31	Tuesday, July 7
Tuesday, April 14	Tuesday, July 14
Tuesday, April 21	Tuesday, July 21
Tuesday, April 28	Tuesday, July 28
Tuesday, May 5	Tuesday, August 4
Tuesday, May 12	Tuesday, August 11
Tuesday, May 19	Tuesday, August 18
Tuesday, June 2	Tuesday, October 6
Tuesday, June 9	Tuesday, October 20
Tuesday, June 16	Tuesday, November 3
Tuesday, June 23	Tuesday, November 17
Tuesday, June 30	Tuesday, December 1

By arrangement, auctions can also be held on other days, in town or country. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

EAST DULWICH (on the East Dulwich House Estate).—Valuable Freehold Investments, including two shops and 27 dwelling-houses, with an annual rental of £857.

BRIXTON-HILL (on the Raleigh House Estate).—Four excellent Freehold private Residences, three let at £30 each and one vacant; total annual value £330. Also two pieces of Freehold Land.

POPLAR (on the Cubitt-town Estate).—Leasehold Ground rents of £104 10s., secured upon a fully-licensed public house and twelve dwelling-houses; also three shops and twelve dwelling-houses, producing a gross income of about £333 per annum; and a piece of Building Land.

BROMLEY, KENT (on the Hammelton Estate).—Three Freehold Shops and a private house, producing £183 per annum; also valuable Freehold Building Land, with frontages to the main London and other roads,

By order of the Trustees of the late Henry Smallman, Esq.—Messrs.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER,

will SELL, at the MART, on THURSDAY, APRIL 30, at ONE, in Fifty-one Lots, the following valuable FREEHOLD and LEASEHOLD PROPERTIES:—

FREEHOLDS.	Rentals.
Two Shops, 50 and 52, East Dulwich-road ...	£95 0 0
Twenty-seven Houses, 21, 23, 25, 27, 29, 41, 43, 45, 42, 44, 46, 48, 58, 52, 54, 56, 58, and 60, Arnott-road; 19, 21, 23, 37, 39, and 60, Keston-road: 16, Hinckley-road; and 43, Gowlett-road, East Dulwich	£762 0 0
Four private Residences, 6, 7, 8, and 9, Raleigh-gardens, Brixton-hill	£330 0 0
A Plot of Building Land, with a frontage of about 38ft. to Fairmont-road, and a Piece of Land between Fairmont-road and Beechdale-road, with three entrances, suitable for a tennis-ground. In hand	— — —

LEASEHOLDS. (On the Cubitt Town Estate, Poplar.)	
Grounts-rents, amounting to ... ... secured upon the fully-licensed public-house, The Queen, Manchester-road, Isle of Dogs, 12 houses, 1 to 6, Amery-place, East Ferry-road, and 28, 30, 53, 55, 57, and 59, East Ferry-road.	£104 10 0
Three Shops and 12 Houses, 40, 42, 44, and 46, East Ferry-road, 505, 509, 511, 513, 515, 517, 565, 567, and 569, Manchester-road, and 66 and 68, Glengall-road, producing a gross income of...	£333 0 0
A piece of Building Land with a frontage of about 122ft. to Galbraith-street	— — —

FREEHOLDS.	
Three shops, 2, 3, and 4, The Promenade, London-road, Bromley, Kent, and a private house, 42, Hammelton-road, let and producing ...	£183 0 0
Valuable pieces of Building Land having extensive frontages of about 873ft. to the main London-road, Glebe road, Station road, and Florence-road, Bromley...	— — —

Particulars of Messrs. Miller, Smith, & Bell, Solicitors, 3, Salter's-hall-court, Cannon-street; and of the Auctioneers, 80, Cheapside.